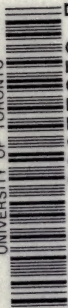


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car il se puet sur bailly ne de son freres ains pout sur
le cas faire la pnest est pout de le crest ne pnt vendre la appais
de la pnest cil ne ad comendance on poysson des seigns ains
le sont metz en sanc gape. Jese acante qil sache la volente des
seigns de ces doye il poy a plus loialement qil poyra. e cil fait
antepance il est tenu al amender cil ad de guez de ce est le pnest
en cest cas

Une pnest sempe de l'empereur on allours. Il aueint a l'ame for
q de l'empereur l'ame sanc le plus q l'ame pnt des vins a d'antep d'ayez
les seigns e le crest sont en sanc debat e demandent les
seigns d'm crest avec l'empereur de les d'antep bien avec
paissant l'ame

paierme l'ouy fice de tamer come le suest ad fice de porage ou
plest al greff. Et si le greff. voit il pue brent a doubler sa suest
si de est en cas qe de se pisse a doubler pteme Et si nom. p
pnt alday une autre suest a foye la porage Et auer a le greff
een fice de tamer come il auer a. Des dayer sanner p asme
maner. Et ce le suest en ce cas

Une suest suest d'asme porer d'ayer en veide e apprie en
asme porer Les greffs ne Seignem pas isser boys sanner
come en greff. Car si la suest suest en suest p asme
ancient il suest tamer al amender ou aut f. que i. oues

AE
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No. 11

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The Oak Book
of
Southampton,

OF c. A.D. 1300.

TRANSCRIBED AND EDITED FROM THE UNIQUE MS. IN
THE AUDIT HOUSE, WITH TRANSLATION,
INTRODUCTION, NOTES, ETC.,

BY

P. STUDER, M.A.,

*Professor of French and German in the Hartley University College,
Southampton.*

VOL. II,

INCLUDING

A FOURTEENTH CENTURY VERSION OF THE
MEDIÆVAL SEA-LAWS KNOWN AS THE
ROLLS OF OLERON.

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FRONTISPIECE THE ROLLS OF OLERON
(Photograph by Mr. Max-Mills, Southampton).

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INTRODUCTION.

VI. THE OAK BOOK (PART II).

¶26. The rise and development of the Guild Merchant at Southampton has been briefly surveyed in Vol. I, where it was shown how the guild gradually rose from a private association of foreign merchants to the exalted position of governing body of the whole town. The laws by which the guild first regulated its private business, and later also the administration of the borough, were discussed at some length in the Introduction, and constituted the chief item of the first part of the Oak Book. The remaining portion of the work, which is published in the present volume, contains no section of quite the same local interest as the French Ordinances (Vol. I, Chap. IV), but it includes a most valuable version of the Rolls of Oleron, which alone would ensure for the Oak Book an important place among the documents bearing on maritime legislation in the Middle Ages. It supplies us, moreover, with such a mass of detail concerning the various activities of the town during the thirteenth, fourteenth, and fifteenth centuries, that even from a local point of view it would be difficult to over-estimate its importance.

Most of the chapters of this volume deal with the external politics of Southampton, its disputes with the powerful bishops of Winchester or with the neighbouring boroughs of Portsmouth and Salisbury, its rivalry with royal officers, whose interference was strongly resented, its intercourse with mighty religious orders such as the Hospitallers, its contentions with the Exchequer concerning the payment of the fee-farm rent in times of adversity; above all, with its administration of Law Maritime. On these questions, and many others, the Oak Book supplies trustworthy information. If at the same time it is remembered that Southampton was after all a typical English borough, and that most of the customs practised within its walls were observed also elsewhere, it will not be difficult to see that the Oak Book has claims of interest far above those of

a mere local record, and that it constitutes a valuable asset to the history of English boroughs in the Middle Ages.

The Oak Book was begun c. A.D. 1300, at a time when the Guild Merchant of Southampton had secured the government of the town, and found it advisable to keep a proper record of the rules of its own association as well as of the laws and customs which, time out of mind, had been observed and honoured within the limits of the borough. The first entry made in the Oak Book included, therefore, the French Ordinances. But in course of time many other documents were added which were considered of particular importance for the administration of the borough.

¶27. CONTENTS OF VOLUME II. The present volume contains no less than thirteen chapters, for the most part of considerable importance, and dealing with various questions of interest.

Chapter V is a French tariff of the custom dues levied at Southampton on goods brought into the town or carried out of the same. It is particularly valuable as a record of the chief commodities in which Southampton traded in those distant times, whilst many of the words which it contains are highly interesting from a philological point of view. A study of some of these words will be found in my article in the *Modern Lang. Review* (April, 1911). The handwriting of this item is of the same period as that of the French Ordinances (see Vol. I, Chap IV), i.e., about A.D. 1300.

¶28. *Chapter VI* is in Latin, and recites an agreement made between the mayors and communities of Salisbury and Southampton, on the Tuesday in the feast of St. James the Apostle, in the third year of the reign of Edward III (A.D. 1329), by virtue of which agreement the men of Salisbury were allowed to carry their goods free to and from Southampton for purposes of trade, subject only to the payment of certain tolls, of which a list is given. This list reproduces, in the main, the items of the French tariff. Indeed, some of the words have not even been translated into Latin, but appear in their French form, though occasionally the scribe has adorned them with a Latin termination. The list is much shorter than that contained in Chap. V, and on comparison of the two, it will be found that on most commodities the men of Salisbury paid only 50 % of the usual tolls. The question will be treated more fully below.¹

¹ Cf. ¶ 43; also Chap. VI, p. 19, n. 16.

¶29. *Chapter VII* fills no less than twelve folios of the MS., and contains an elaborate list of the weights of various kinds of bread according to the price of corn. It was compiled for the benefit of the bailiffs who supervised the assise of bread. To avoid useless repetition, only the first two folios have been printed *in extenso*, the remaining portion being arranged in tabular form. From the footnotes which have been added to the table it will be seen that the clerk responsible for the original was by no means a brilliant mathematician. Through carelessness, he committed blunders almost on every page, and did so apparently with impunity, seeing that one or two errors only have been rectified in the MS.

¶30. *Chapter VIII* refers to a long controversy between Southampton and the bishops of Winchester, on the question whether the said bishops and their men should be exempted from the payment of tolls at Southampton. The first part of the chapter consists of an exemplification (of A.D. 1268) of the charters granted to the bishops of Winchester, by King John in 1208 and Henry III in 1232, respectively, whilst the second part contains a detailed account of a law suit (6-9 Edward II) by which John le Coupere (or John Cooper), of Farnham, a tenant of the Bishop of Winchester, sought to recover damage from the bailiffs of Southampton for their wrongfully detaining a hide belonging to the said John le Coupere. The defendants alleged that the hide was seized because the plaintiff refused to pay toll for the same. John le Coupere, on the other hand, claimed exemption from all tolls at Southampton by virtue of the privileges conferred upon the bishops of Winchester and their men. Ultimately, judgment was entered for the plaintiff, and the bailiffs of Southampton were fined forty shillings.

¶31. *Chapter IX* is undoubtedly the most valuable section of the Oak Book. It contains a fourteenth century version of the Charter or Rolls of Oleron, the famous sea-laws of the Middle Ages. Several texts of these Rolls have already been published, but few belong to so early a period as the fourteenth century, and nowhere perhaps has the original been preserved so faithfully as in the Oak Book. In order fully to demonstrate the superiority of the Southampton text, I have collated it with the chief versions still extant, and have attempted to classify the most important MSS.¹

¹ See below, ¶¶ 72 and following.

Besides the twenty-four original articles of the Rolls of Oleron, the Oak Book contains a twenty-fifth article, which is peculiar to the Southampton version.¹ By the same hand have also been added the opening lines of a royal letter of A.D. 1285. The writing is much faded, and it would seem that a portion of the letter was expunged to make room for the fourth chapter of the Statute of Westminster (A.D. 1275); this has been entered by a different (and apparently later) hand. I have collated this portion of the MSS. with the text published in *Statutes at Large*, Vol. I, pp. 42, 43, and in one or two instances the Oak Book gives a decidedly better reading.²

¶32. *Chapter X* contains an exemplification of the original charter conferred upon the Hospitallers by Henry III on the 20th of June, 1253, and its confirmations by Edward I in 1280, Edward II in 1308, and Edward III in 1327 and 1328. This charter, which bestowed upon the Order extensive privileges and exemptions, is not recorded in Dugdale's *Monasticon*, but is almost identical in wording with a charter granted to the Templars by Henry III in 1227.³ This was by no means the first occasion on which the Hospitallers received privileges from English kings. References are found to a charter granted them by King John in the first year of his reign, A.D. 1199, and confirmed afterwards by Henry III on February 9th and 10th, 1227.⁴

The military order of the Knights Hospitallers took its name from a hospital, built at Jerusalem (c. A.D. 1092) for the use of pilgrims coming to the Holy Land, and dedicated to John the Baptist. The chief business of these knights was to provide for such pilgrims at that hospital, and to protect them from insult and injury upon the road. They soon came into England, and had a house built for them in London, A.D. 1100; and from a poor and mean beginning attained to so great wealth, honours and exemptions, that their Superior here in England was the first lay Baron, and had a seat among the Lords in Parliament. Upon many of their manors and estates in the country, the Knights Hospitallers placed small societies of their brethren, generally known as commanderies, because they were placed under the government of a commander.⁵ Various commanderies

¹ Cf. p. 99, n. 12.

² See notes to Chap. IX, Art. 27.

³ Cf. Dugdale, Vol. VI, p. 844.

⁴ *Cal. Chart. Rolls*, 11 Henry III, m. 28, 32, 33.

⁵ Cf. Dugdale, Vol. VI, p. 786.

were established in Hampshire, and, as the Rev. G. W. Minns kindly informed me, some of these held property in Southampton as early as the middle of the thirteenth century. Indeed, it appears from the Calendar of Charters, etc., of Godesfield, Baddesley and Rownham, of which Mr. Minns is preparing an edition, that c. A.D. 1250 Benet Ace (*alias* Benedict Azon), Mayor of Southampton from 1237-1249, made a perpetual grant to the Hospitallers on a tenement he owned within the town. About the year A.D. 1275 there is a quit-claim by Cecilia, dowager of William Gervas, to the Hospital, of a large tenement between All Saints and the Audit House. Moreover, the Templars had received grants of alms in Southampton in the reign of Henry II,¹ and on the suppression of their order c. A.D. 1300, their property in England was given to the Hospitallers; so that by A.D. 1338 the latter possessed in Southampton and Portsmouth property of the annual value of £20 3s. 4d.² It is only natural to assume that differences must occasionally have arisen between the town and this powerful religious order, which made it very necessary for the town authorities to have a full record of the latter's liberties and privileges.

¶33. *Chapter XI* refers to a period of great trial for Southampton. During the Hundred Years' War the town suffered much at the hands of the French. Indeed, as early as A.D. 1338 it was captured and partially destroyed by a band of foreign pirates.³ It became, therefore, a matter of great urgency to strengthen and complete the already existing fortifications. On various occasions the king enjoined his burgesses to accelerate the work, and in 1355⁴ he granted them by letters patent, and for a period of ten years, the right to levy a special toll of one penny in the pound on all goods brought into or taken out of the town, whether by burgesses or strangers. The resulting revenue was to be expended on the town walls. It is interesting to note that the original, from which the copy had been made in the Oak Book, was destroyed (probably by fire) before the ten years had expired, and the king was petitioned by the burgesses to grant them an exemplification of his letter. This exemplifica-

¹ Cf. Davies, p. 29.

² Cf. Davies, p. 465.

³ Cf. Davies, p. 466.

⁴ Not in 1356, as Mr. Gidden states (*Charters*, Vol. I, p. 25). The date 1366, which appears in the Introduction (*opus cit.*, p. x), is doubtless due to an oversight on the part of the editor.

tion, witnessed on the 10th February, 1365, is preserved among the local archives, and the text has been published by Mr. Gidden in Vol. I, pp. 22-25, of his *Charters*.

¶34. *Chapter XII* appears to be the latest entry of any length made in the Oak Book, and belongs to the middle of the fifteenth century. It is the answer of King Henry VI to a complaint made by the burgesses of Southampton against the unlawful interference of county justices. The king ordered the justices to refrain from such interference, and to permit the burgesses to keep all fines and amercements arising within the borough from the infraction of the assises of bread and ale, and other trade regulations.¹ Unfortunately, this section of the MS. has been much damaged by gall, barely two-thirds of the words being decipherable. Even with the valuable assistance of Mr. Hubert Hall, of the Record Office, no enrolment of this document could be discovered. In my edition, the gaps have to some extent been supplied from Speed's History, pp. 165-169, where a version—rather unreliable—of the whole document has been transcribed.

¶35. *Chapter XIII* is a fragment of some municipal accounts, probably of arrears of rent owing to the town. At that time the town owned a considerable amount of property, and the expenses incurred for purposes of local government were met out of the revenue arising from that source.² Unfortunately, I have not succeeded in identifying the names of any of the persons mentioned in these accounts, and cannot, therefore, venture any hypothesis as to their probable date. The writing appears to be of the end of the fourteenth century.

¶36. *Chapter XIV* is a list of the chief officers for the year 1350—1351, namely, the four echevins, the mayor, and the twelve jurats; but only one bailiff is mentioned. According to the French Ordinances (Vol. I, Chap. IV, Ord. 32) the jurats elected both bailiffs, but it is possible that subsequently one of these officers was appointed by the king. It should also be noticed that under the heading of jurats, fourteen names had originally been written, two being afterwards erased. This means undoubtedly that there had been fourteen nominations in that year. But it proves, further, that the entry was made in the Oak Book at the time of the election, *i.e.*, in A.D. 1350.

¹ Cf. also Vol. I, Introduction, p. xxvii, and below, Chap. XII, p. 123, n. 17.

² In 1491 this revenue amounted to £70 14s. 5d. (see Vol. I, p. 189).

¶37. *Chapter XV* records an agreement made between Southampton and Portsmouth. It has already been shown (Vol. I, Introduction, ¶11) that from time immemorial the harbour of Portsmouth was within the jurisdiction of Southampton. On the other hand, the latter had no power in the town of Portsmouth, outside the precincts of the harbour.¹ Numerous causes of friction were bound to arise, especially in the administration of Law Merchant. The magistrates of Portsmouth could, for instance, arraign foreign merchants before their own courts, and thus evade the jurisdiction of Southampton, and deprive it of fines, amercements, and other emoluments to which it was legally entitled. Finally, a compromise was arrived at in the year A.D. 1239, in virtue of which the burgesses of Portsmouth not only renounced definitely their claim to customs, etc., arising within the port of Portsmouth, and acknowledged the right of Southampton, but agreed also that, to avoid future disputes, all amercements and profits from strangers, both in the town and in the waters of the port, should henceforth be equally divided between the burgesses of Portsmouth and those of Southampton, and that each party should have a bailiff of its own, appointed to hear and hold pleas in the town of Portsmouth, which bailiffs should proceed by jury, and make oath to each other faithfully to divide and adjudge all profits equally between the two towns, the king's rights being preserved.

¶38. *Chapter XVI* is an Inquisition taken in the thirty-eighth year of Henry III (A.D. 1253-54), by twenty-four lawful men, to ascertain the limit and boundary of the borough. Although this is the earliest record we possess of the town boundaries, it is evident that they were not first created in 1253, or indeed in any way modified; but that they had, time out of mind, been claimed by the burgesses of Southampton, and had certainly been defined in A.D. 1199, when King John granted the town to the burgesses to farm.² Although no record of that earlier inquisition has been preserved, allusions to it are found in the accounts of some of the perambulations of the town, e.g., in A.D. 1488.³ The tradition that the Common was purchased of John of Shirley in the thirteenth century, and other similar fables, should therefore not be taken seriously.⁴

¹ It appears, however, that in the time of King John the burgesses also claimed the farm of the town of Portsmouth (cf. *Abbrev. Plac.*, p. 94).

² See Vol. I, p. 6.

³ Cf. Davies, p. 42.

⁴ For the numerous disputes which arose concerning these boundaries and the modifications made to them from time to time, Davies' *History* (pp. 41-48) should be consulted.

¶39. *Chapter XVII* in many respects resembles Chap. I, except that it is even more insignificant. It consists merely of a few scribbles, one or two elaborate signatures, and a rather carefully drawn merchant mark. All the notes, with the exception of Art. 1, are by various hands of the sixteenth century.

VII. TOLLS AND CUSTOMS.

¶40. In his illuminative account of the customs-revenue in England, Mr. Hubert Hall remarked that the earliest phases of its history were shrouded in great obscurity, owing to the absence of authentic evidence before the thirteenth century.¹ The Pipe Rolls of the Exchequer constitute the only record of an earlier date bearing indirectly on this question. From them "we learn for the first time with any certainty of knowledge, that certain officers of the Crown, whether authorized agents or patented farmers, answered an indefinite but clearly a customary revenue, derived from an assessment in specie or in kind upon any commodity exported or imported, and chargeable at the discretion of the Crown To this circumstance of the existence of a customary right, exercised by the Crown in the remoter period of recorded history, must be ascribed the fact that at all times its prerogative has been admitted as an immemorial usage."²

According to Mr. Hall, the practice of levying custom dues is but a development of the right of pre-emption, conducted on the system of forcible purveyance, which the Crown exercised from Saxon times,³ and which extended to all commodities within its land and jurisdiction, whether of native or foreign production and ownership. At the same time the Crown exercised a further right of restraining the export or import of any native or foreign commodity respectively, at its mere discretion, receiving considerable fines for grants of exemption from the restrictions in force. Moreover, the collection of such fines was directly controlled by the Exchequer,⁴ and soon came to be entrusted to officers specially appointed for the purpose.⁵ The custom dues were, therefore, in the first instance, nothing more than fines made

¹ Cf. Hall, *Customs-Rev.*, Vol. I, p. 66.

² Cf. *opus cit.*, p. 57.

⁴ Cf. *opus cit.*, pp. 58, 59.

³ Cf. *opus cit.*, pp. 60, 62.

⁵ Cf. *opus cit.*, p. 64.

to the Crown to secure exemption from the king's right of pre-emption or prise and from other trade restrictions.¹

It is probable that originally payment was often accepted in kind, especially in the case of commodities which lent themselves to such a mode of payment. In the Oak Book we find, for instance, that in the case of spices, the merchant had the option of paying, for every bale, one pound of merchandise or the value thereof (cf. Chap. V, Art. 61); for a thousand of onions he could give, by way of toll, one pound of onions or their value (cf. Chap. V, Art. 81); and for two baskets of lampreys, one lamprey or its value (cf. Chap. V, Art. 93). Further instances could be quoted from contemporary documents in other towns; thus, in London, from every cart of boards or laths brought into the town, one board or lath had to be given to the bailiff (cf. *Liber Albus*, p. 232); from every cart of leeks, one "fesselet" or bundle (*opus cit.*, p. 233), etc.

¶41. THE FEE-FARM. These dues were originally collected by the king's officers, but at a very early period the practice was inaugurated of entrusting the farm of the borough revenue to some individual, a sheriff, a town-reeve, or some wealthy townsman, or even to his wife or widow.² Very soon also the monarch showed himself willing to give the town to the burgesses themselves to farm, *i.e.*, to allow the burgesses to collect and keep all tolls and customs in return for a fixed annual payment. Such a change took place in Southampton in A.D. 1199 (see Chap. III, Art. 1), when the burgesses compounded with King John the custom dues of the town for a fixed contribution of £200 a year. Originally—but apparently not for long—a remission of £5 was obtained for Kingsland and Portswood, which Richard I had given to the Canons of St. Denys (see below, Chap. XVI, p. 140). In A.D. 1276 the fee-farm rent was increased by 40 marks, and amounted thus to £226 13s. 4d.³ The sum was a large one for the time, and the payment of it was frequently a source of great anxiety to the inhabitants. Even in prosperous years it appears to have absorbed all the revenue derived, not only from the collection of customs, but also from the fines imposed on those who broke the assises of bread and ale, weights and measures, and other

¹ Cf. *opus cit.*, p. 62.

² Cf. Davies, p. 29.

³ Cf. Davies, p. 33; also below, p. 48, n. 2. Note, however, that in Chap. XII (A.D. 1462) it is again stated to be at £200 (cf. p. 123, n. 18).

trade regulations (cf. Chap. XII). When trade was bad, large contributions had to be extorted from the inhabitants to meet the demands of the Exchequer, and not unfrequently the town fell hopelessly in arrears. It was therefore essential that none of the money obtained from the customs should be wasted or misappropriated; hence the very stringent regulations of the Guild Ordinances compelling the bailiffs to make double entries of all such moneys (cf. Chap. IV, Ord. 34), and the order enjoined on the seneschal or steward, on no account to touch the money set aside for the payment of the fee-farm rent (cf. Vol. I, Appendix C, Art. 33). In all their disputes with Portsmouth, Lymington, Winchester, Salisbury, etc., the burgesses pleaded that without these customs and tolls they could not pay the annual fee-farm rent into the king's Exchequer.

¶42. EXEMPTION FROM THE PAYMENT OF CUSTOMS. In Vol. I (p. xxx) it has been shown that a considerable section of the population of the town was exempted from the payment of customs. A guildsman or a franchiser imported and exported his goods free of all dues, providing always that within Southampton Water these goods were being conveyed at the risk of the guildsman or franchiser (cf. Chap. IV, Ord. 26). It was only in very exceptional cases, and for limited periods, that special tolls were established and levied on the goods of burgesses and strangers alike. In 1355, when it was found a matter of great urgency to complete the enclosure and fortification of the town, in view of pending inroads of the French, such a toll of one penny in the pound was levied for ten years, with the sanction of a royal patent.¹ But in the usual way only aliens and merchants-strangers were subjected to the payment of customs, and even they could claim exemption, if they were either burgesses of a borough which enjoyed freedom of toll in Southampton,² or the tenants of some lord temporal or spiritual who enjoyed similar immunity. The question apparently was not easy to settle, and it involved the town in endless disputes not only with other towns, but also with bishops and abbots. The records of many of these quarrels have doubtless perished, but enough have survived to convince us of their frequency and magnitude. In 1239 the town was engaged in a controversy on

¹ The text of this document has been preserved in the Oak Book, and will be found in Chap. XI.

² A list of such boroughs has been published in Vol. I (Chap. III) of the present edition, and a more recent list has been compiled by Dr. Speed (see his *History*, pp. 236-239).

the subject of tolls both with Portsmouth¹ and Marlborough,² in 1260 with Bristol,³ from 1288 to 1290 with the Abbot of Netley,⁴ from 1312 to 1316 with the Bishop of Winchester,⁵ in 1324 with Lymington,⁶ in 1329 with Salisbury,⁷ in 1334 with Winchester and Salisbury,⁸ and again in 1411,⁹ in 1456 with Coventry,¹⁰ etc. It is obvious that such litigations must have proved ruinous to all concerned (except lawyers and judges), and the publication of the Books of Remembrances and Stewards' Accounts will probably throw some light on the subject. From records preserved at Salisbury, we know that the controversy of 1411 cost the burgesses of that town a sum of no less than £8 for lawyers' fees and gratuities alone.¹¹

¶43. SPECIAL TARIFF OF CUSTOMS FOR THE MEN OF SALISBURY. The amount which could be levied on various goods was apparently fixed by the king. There is a reference in the *Black Book of the Admiralty* (ed. Twiss, Vol. I, pp. 72-74) to an Act made by King John, ordaining that a uniform rate of customs should be charged, and that the admirals and their lieutenants should twice or three times a year make strict inquiry thereof, so that no merchant be wronged on account of customs. But this royal injunction must have been often disregarded, when the Guild Merchant secured the full control of the town and endeavoured to acquire the monopoly of the local trade. Occasionally, however, a definite agreement was entered into with the merchant-guilds of other towns, that their members should be mutually exempted from the payment of toll in each other's town. Such an agreement was made, for instance, with Marlborough after the controversy of 1239,¹² and in 1265 also with Winchester.¹³ In the case of Salisbury, a preferential tariff¹⁴ was agreed to, in A.D. 1329, to the effect that on most commodities the merchants of Salisbury should pay only half customs, whilst on others the reduction was greater still, e.g., for

¹ This is fully recorded in Chap. XV.

² Cf. Davies, p. 227.

³ Cf. *id.*, *loc. cit.*

⁴ Cf. p. 228, *loc. cit.*, also *Rot. Parl.*, Vol. I, p. 20.

⁵ The particulars of this long dispute will be found in Chap. VIII, Part II.

⁶ Cf. Davies, p. 226.

⁷ Cf. Chap. VI, Part I.

⁸ Cf. *Rot. Parl.*, Vol. II, p. 87, also Benson and Hatcher, Vol. I, p. 82.

⁹ Cf. Benson and Hatcher, Vol. I, p. 110.

¹⁰ Cf. Davies, p. 228.

¹¹ Benson and Hatcher, Vol. I, p. 110.

¹² Cf. Davies, p. 227.

¹³ Cf. *Black Book of Winchester*, f. 21b; also Gross, *Gild Merch.*, Vol. II, p. 256.

¹⁴ The reason why Salisbury was not entitled to a complete exemption is fully stated below, p. 19, n. 16.

12 salmon they paid only 1d. instead of 3d. (cf. Chap. V, Art. 95, Chap. VI, Art. 17); for a hundred boards from Eastland, only $\frac{1}{2}$ d. instead of 4d. (cf. Chap. V, Art. 40, Chap. VI, Art. 25); for a bale of Spanish wax, 2d. instead of 8d. (Chap. V, Art. 58, Chap. VI, Art. 4); for a hundred rabbit skins, $\frac{1}{2}$ d. instead of 1 $\frac{1}{2}$ d. (Chap. V, Art. 49, Chap. VI, Art. 58); etc. In the case of certain commodities, however, no reduction was allowed, *e.g.*, on woad (Chap. V, Art. 74, Chap. VI, Arts. 60, 61); Spanish wool (Chap. V, Art. 30, Chap. VI, Art. 37); furs (Chap. V, Art. 53, Chap. VI, Art. 40); quicksilver (Chap. V, Art. 59, Chap. VI, Art. 33); lead (Chap. V, Arts. 71, 72, Chap. VI, Art. 13); white herring (Chap. V, Art. 83, Chap. VI, Art. 11); mackerel (Chap. V, Art. 89, Chap. VI, Art. 24); porpoise (Chap. V, Art. 98, Chap. VI, Art. 16); millstones (Chap. V, Art. 101, Chap. VI, Art. 18); coals (Chap. V, Art. 113, Chap. VI, Art. 19); calf hides (Chap. V, Art. 141, Chap. VI, Art. 62); etc. The trade guilds of Southampton probably eyed the weavers, dyers, and fullers of Salisbury with a certain amount of jealousy, hence their unwillingness to make concessions on such articles as foreign wool, woad, hides, and furs. Moreover, as has already been mentioned, this contract was often violated by the bailiffs of Southampton, and litigation between the two towns was almost incessant.

VIII. SURVEY OF THE TRADE AT SOUTHAMPTON DURING THE THIRTEENTH AND FOURTEENTH CENTURIES.

¶44. The two tables of customs contained in the Oak Book are extremely interesting as a clear indication of the commodities in which Southampton traded in the thirteenth and fourteenth centuries. The second table (Chap. VI) is dated A.D. 1329, but the first bears no date. The writing, however, appears to be of *c.* A.D. 1300, though it is of course more than probable that the original from which it was copied was somewhat older still. It is curious to note that in this table no mention is made of certain goods which appear on the list of A.D. 1329, *e.g.*, soap (Chap. VI, Arts. 22, 36), sugar (Chap. VI, Arts. 30, 53-55), German wool (Chap. VI, Art. 38), greywork (Chap. VI, Art. 40), haberdashery and mercery (Chap. VI, Art. 41), dates (Chap. VI, Art. 44), copperas (Chap. VI, Art. 46), verdigris (Chap. VI, Art. 31), orpiment (Chap. VI, Art. 32), peony (Chap. VI, Art. 35), aniseed (Chap. VI, Art. 9), and cotton yarn (Chap. VI,

Art. 52). We may therefore infer that all these goods were first introduced into Southampton some time between the end of the thirteenth century and 1329.

Most of the other commodities are mentioned in both tables. Unfortunately there is, except in a few cases, no indication whether imports or exports are meant, for customs were levied on both. As no order or system was attempted in the tables, it might be interesting at this point to review their contents.

¶45. CORN, WOAD, FRUIT, SPICES. *Corn* (Chap. V, Arts. 4, 5) and *Bread* (Chap. V, Arts. 1-3) were imported from the neighbourhood. *Woad* (Chap. V, Arts. 74-76, also Art. 11 ?) formed one of the most extensive articles of import, in the early reign of Henry III, by the merchants of Amiens, Corby, and Nesle in Picardy; also, in the reign of Edward III, by the Hanse Merchants and those of Normandy. By public enactments frequently repeated, woad was to be the only medium employed for dyeing woollen cloths. Ever since the time of the primitive Britons it appears to have been the favourite dye in England¹. Other colouring matters used in Southampton were *litmus* (Chap. V, Art. 139), *grain and brazil* (Chap. V, Art. 61), *orpiment* (Chap. VI, Art. 32), *copperas* (Chap. VI, Art. 46), etc.

Different kinds of *fruit* are mentioned among the imports: *apples*, *pears* (Chap. V, Art. 114), and *walnuts*, called "French nuts" (Chap. V, Art. 116), probably from France; *figs*, *raisins* (Chap. V, Art. 121), and, later, *dates* (Chap. VI, Art. 44), from the Mediterranean. From the same source also came *spices*, which were among the most valuable articles of consumption imported from abroad, and included *pepper*, *ginger*, *zedoary*, *cinnamon*, *galingale*, *mace*, *cubebs*, *cloves*, *saffron* (Chap. V, Art. 61), *almonds*, *cumin*, *rice*, *liquorice* (Chap. V, Art. 62), later, *aniseed* (Chap. VI, Art. 9), *peony* (Chap. VI, Art. 35), and *sugar* (Chap. VI, Arts. 30, 53-55). *Garlic* (Chap. V, Arts. 79, 142) and *onions* (Chap. V, Art. 81) were evidently imported from France, as well as *olive oil* (Chap. V, Arts. 122-127). *Honey* was also probably brought into the country (Chap. V, Art. 35). *Wax* (Chap. V, Art. 58) came from Spain, or rather from Portugal², though, apparently, a considerable amount of wax was produced in England³. By the year 1329 A.D. *soap* was also imported from Spain (Chap. VI, Art. 36).

¹ Cf. *Liber Albus*, Introd., p. lxxxviii.

² Cf. Shillington and Chapman, p. 29.

³ Cf. Rogers, *Hist. of Agricult.*, Vol. I., pp. 416, 417.

¶46. WINE, CIDER, BEER. Only three kinds of beverage are mentioned in the tables. *Wine* (Chap. V, Arts. 6, 7-10) was not only the chief beverage, but it was also, at that time, the most important article of trade between Southern France and England. The Rolls of Oleron,¹ which regulated the traffic, particularly between Gascony and Northern Europe, contain convincing proof of the importance of the wine trade; that Southampton largely shared in this trade has been clearly shown by Davies (pp. 248, etc.), and will be further established by the publication of the Water Bailiffs' Accounts. It is noteworthy that in the Tables, wine is mentioned both as import and export. On the other hand, *cider* (Chap. V, Arts. 6, 13) is mentioned as an export only, both by land and by sea.² The same applies to *beer*, and Davies remarks that in June, 1225, the bailiffs were directed to permit the exportation of beer in the case of a merchant of Flanders, notwithstanding a previous order against the exportation of grain and other victuals to foreign parts.³

¶47. FISH. Among the articles of food imported at Southampton during the Middle Ages, *fish* ranked among the chief. The Tables mention the following kinds of fish (Chap. V, Arts. 82-100): *red and white herring, sardine, conger, cod, ling, stockfish, mackerel, mulwell, haddock, lamprey, sturgeon, salmon, whale, porpoise, lumpfish, and mullet (?)*, to which must be added *grampus* (Chap. VI, Art. 7). As by-products of fishing, various kinds of *seam*, i.e., fish fat or oil, are mentioned, e.g., *seam of herring* and *sardine* (Chap. 5, Arts. 35, 36), *seam of porpoise, grampus, and sturgeon* (Chap. VI, Art. 7).

¶48. CATTLE, POULTRY, CHEESE, ETC. *Bacon* is referred to as an export (Chap. V, Art. 19), but it is difficult to say whether *cheese* (Chap. V, Art. 25), *lard* (Chap. V, Art. 36), and *tallow* (Chap. V, Art. 38) were exported or imported, though the second alternative seems more likely, especially as the Guild Ordinances⁴ distinctly imply that *poultry, cheese, butter, and eggs* were brought into the town. *Horses* were exported by sea (Chap. V, Art. 105), and apparently *oxen, cows, calves, pigs, and sheep* also

¹ Cf. Chap. IX of the present volume.

² The manufacture of cider, though far from being universal, was common at that time (cf. Rogers, *Hist. of Agricult.*, Vol. I, p. 419).

³ Cf. Davies, p. 248.

⁴ Cf. Vol. I., Chap. IV, Ord. 70.

(Chap. V, Arts. 109, 110), whilst *goats*, *lambs*, and *geese* were probably brought to town from the neighbouring district (Chap. IV, Ord. 70).

¶49. LEATHER, HIDES, FURS. A considerable trade was also done in *leather*, of which two kinds only are mentioned in these tables, viz., *cordwain*¹ (Chap. V, Art. 31) of a finer quality, and *basan* (Chap. V, Arts. 32, 33) of a coarser kind—*nounpier* and *godelmynge*, two other kinds of leather, often alluded to in documents of London², do not appear on our lists; in *hides* of various description (Chap. V, Arts. 26-28, 141); and, above all, in *furs*, of which there was a great variety, including: *sable*, *marten*, *pole-cat*, *fox*, *cat*, *squirrel*, *roe-buck*, *miniver*, *lamb-skins*, *budge* (Chap. V, Arts. 51-56), and, later, *grey-work* (Chap. VI, Art. 40). At that time, furs were mainly imported by Hanse merchants³.

¶50. WOOL. More important still was probably the trade in *wool* and *woolfells*, of which great quantities were exported from England. When the Edwards began to place restrictions on the exportation of this commodity, Southampton remained one of the few ports from which it could be shipped.⁴ Even then the annual export of wool amounted for England to nearly 32,000 sacks.⁵ At the same time it is noteworthy that *Spanish wool* is already mentioned in the earlier table, and Mr. Riley has remarked that, in London, Spanish wool was imported as early as the reign of Henry III.⁶ In the eighteenth year of Edward I the Spanish merchants discharging merchandise at Southampton complained that by the false tronage and deceitful practices of the weighers there, they had been defrauded of their wares, and namely of wool, to the extent of from three to four cloves in every sack.⁷ By the time of Edward III there was apparently an increasing demand for foreign wool in the South of England. In the tables of 1329 mention is made not only of Spanish wool (Chap. VI, Art. 37) but also of *German Wool* (Chap. VI, Art. 38). Evidently the woollen industry was by that time fairly started in Southampton and the neighbouring district, particularly at Winchester and Salisbury.

¹ See p. 4, n. 9.

² Cf. *Liber Albus*, Introd., p. lxxxix.

³ Cf. Hall, *Customs-Rev.*, Vol. I, p. 24.

⁴ Cf. Davies, p. 250.

⁵ Cf. Rogers, *Hist. of Agriculture*, Vol. I, p. 267.

⁶ Cf. *Liber Albus*, Introd., p. lxxxvii.

⁷ Cf. *Rot. Parl.*, I, 47, No. 27; also Hall, *Customs-Rev.*, Vol. I, p. 199.

¶51. CLOTH, STUFF, ROPES, ETC. *English cloth* is mentioned in the earlier table (Chap. V, Art. 44), but it is not possible to say whether any was sent abroad. On the other hand, various kinds of cloths and fabrics are distinctly referred to as brought from over the sea (Chap. V, Art. 43). Imported were also *Irish cloth* (Art. 41), *Cambrai cloth* (Art. 107), *chalon* (Art. 112), *silk* (Chap. V, Art. 65), *sendal* (Chap. V, Art. 67), various kinds of *linen cloth*, *canvas* (Art. 111), *crestcloth* (Art. 145), *sailcloth* (Art. 131); especially *poldavis* (Art. 143), *oulone?* (Art. 144), *dowlas*, and *lockram* (Art. 145), from Brittany and neighbouring districts. *Flax* was brought from Spain (Art. 29), whilst *ropes* came mainly from Brittany (Art. 80). It would appear, however, that ropes and cables were also exported from Southampton (Arts. 133, 140). *Cotton* is mentioned only in the Table of 1329 (Chap. VI, Art. 52), and had probably only just been introduced into England.

¶52. WOOD. *Wood* was already imported. In both tariffs mention is made of boards from Eastland, *i.e.*, from the shores of the Baltic (Chap. V, Art. 40, Chap. VI, Art. 25). In the case of other kinds of wood, *i.e.*, boards for ship building (Chap. V, Art. 39), sticks for bows and cross-bows (Arts. 45, 46), timber (Art. 120), laths (Art. 138), as well as of *cork* (Art. 130, also Chap. VI, Art. 43), *pitch* (Art. 118), *charcoal* (Art. 136), etc., the origin is not indicated.

MANUFACTURED GOODS. Hardly any mention is made of *manufactured goods* except *hutches* (Art. 119) and *carts* (Art. 135) and a few articles of metal, such as *hauberks*, *habergeons* (Art. 66) and *kitchen utensils* (Arts. 63, 64), or of earthenware, such as *cups*, *basins*, *plates* and *saucers* (Art. 117), kitchen utensils being referred to as imports.

¶53. MINERALS. Finally, a considerable trade was done in minerals, particularly in *salt* (Chap. V, Art. 129), of which two kinds are mentioned in the Table of 1329, *viz.*, coarse salt and fine salt (Chap. VI, Art. 20). Unfortunately, in the case of salt, as well as in the case of metals and other mineral substances, there is no indication as to the origin or destination of these commodities. We have merely a list, which includes the following: *quicksilver* (Art. 59), *tin* (Art. 68), *copper* (Art. 69), *brass* (Art. 70), *lead* (Arts. 71, 72), *iron* (Art. 73), *cinders* (Arts. 77, 78), *alum* (Arts. 102, 103), *argol* (Art. 108), *coals*¹ (Art. 113),

¹ According to Rogers' *Hist. of Agriculture* (Vol. I, p. 422), "coal," or "sea-coal" as it was then called, is first mentioned at Southampton in a document of A.D. 1298.

tar (Art. 118), *plaster of Paris* (Arts. 15, 16), *slate* (Art. 137), and *mill stones* (Art. 101), to which list was later added *verdigris* (Chap. VI, Art. 31), *copperas* (Chap. VI, Art. 46), and *orpiment* (Chap. VI, Art. 32).

If the reader wishes to know the market value of these commodities at the beginning of the fourteenth century, he must consult Mr. Rogers' valuable and exhaustive contribution (*A History of Agriculture*), to which reference has often been made in these pages. At the same time, he may also obtain an approximate idea of the price of these goods from the Tables in the Oak Book (especially Chap. V), if he bears in mind that about 1300 the duty charged in the case of general merchandise of avoirdupois (excluding wool) represented something like $1\frac{1}{4}$ per cent. of the market value.¹

IX. THE ASSISE OF BREAD.

¶54. The keeping of the assises of bread and ale was one of the most important duties of the town authorities everywhere, if, indeed, it was not the first duty, for the performance of which town officials were originally appointed.² It is not known with certainty when the first attempts were made to regulate the price of bread, but the practice is generally recognised as a very old one, dating probably from Anglo-Saxon times.³ But apart from the ordinance which King John is supposed to have proclaimed in the fourth year of his reign,⁴ the earliest extant legislation on the question is a statute usually ascribed to the fifty-first year of the reign of Henry III (A.D. 1266), viz., the celebrated statute *de Assisa Panis et Cervisie*, which remained unrepealed for six centuries and which, in principle if not in detail, regulated the sale of bread till far into the nineteenth century. The assise of bread was abolished in London in 1815, but for the rest of the country it was not finally set aside till 1836.⁵

The statute was first enacted at a time when there was little trade in corn, and farmers grew only such quantities as were required in their immediate neighbourhood. The result was a

¹ Cf. Hall, *Customs-Rev.*, Vol. I, p. 73.

² Leach, *Beverley*, p. liii.

³ S. and B. Webb, *Economic Journal*, xiv, p. 196.

⁴ Edlin, p. 166.

⁵ Webb, p. 200.

great fluctuation in the price of corn; in a good year it might fall as low as twelve pence a quarter, whereas if the crops failed, a quarter would be sold for as much as twenty shillings,¹ and thousands would die of hunger. Unscrupulous bakers may have increased the price of bread out of all proportion to the rise in the price of corn, and even if it were not the case, the crowds of starving people would readily credit them with such designs, and might at times wreak cruel vengeance on the unfortunate bakers. It was, perhaps, almost as much in order to protect the latter, as to quiet the hungry wretches with delusive hopes of a "big loaf," that the statute was first established.

Its immediate object was to fix automatically the size of the loaf of bread. Whatever might be the fluctuations of the corn market, loaves were sold at a farthing, a half-penny, or a penny, but the size of these loaves would, of course, vary considerably; it would shrink or increase in accordance as the price of corn rose or fell. It was, therefore, necessary first of all to ascertain for how much the quarter of wheat was sold. This was done in every part of the country by the local magistrates—apparently after the Feast of St. Michael—according to a more or less elaborate process.² The price once arrived at, was then proclaimed throughout the town as the statute price of corn for the coming year, and utilised as the basis for calculating the weight of the various kinds of loaves.

It seems, however, certain that the assise could be adjusted in the course of the year, if there was an appreciable change in the price of corn. A complete record for the period extending from 12th of October, 1482, to the following September has been preserved among the archives of Southampton (the MS., a small paper volume, quarto, beginning at folio 25, is catalogued "Assise of Bread, 1482"³). From this document we see that, in the space of less than twelve months, the assise was altered no less than six times. On October 12th the statute price of corn was 10s. a quarter; on November 9th it was 11s. 6d.; on January 4th, 1483, it had risen to 12s.; on the 15th of the same month to 13s.; on July 19th it was 12s. 6d.; on August 9th, 12s.; and on September 5th, again 11s. 6d. Similarly, in 1562 the assise was altered three times. In 1566 it was fixed on June 13th at 26s.;

¹ In A.D. 1315 it was sold for as much as 26s. 8d. the quarter (cf. Rogers, *Hist. of Agricult.*, Vol. I, p. 197).

² Cf. *Liber Albus*, pp. 349, 350, where an interesting account will be found of the method employed in the city of London for fixing the assise.

³ Similar records have also been preserved for the years 1559-1579, 1596, etc., 1694, etc.

on August 3rd it was reduced to 20s.; and on September 13th it was as low as 13s. 4d. In the intervening years it was fixed once and for all, viz., in 1563 at 21s., in 1564 at 15s., and in the next year at 29s.

It should be noticed also that from 1563 onwards, two prices are always stated in the Southampton records, one for "pistores rurales," and another, somewhat higher price, for "pistores ville." Thus, in the above mentioned year the statute price of corn for town bakers was 21s., for country bakers 19s. only. In the following year corn was cheap, both classes of bakers were assessed at 15s. a quarter. On the other hand, in 1565 the statute price of corn was 29s. in town and one shilling less in the country.

¶55. PROFITS OF BAKERS. The profits to which the baker was entitled, as well as the allowance he could claim for expenses, were most minutely defined by law. Originally they were not to exceed 9 $\frac{3}{4}$ d. on every quarter of wheat, and were fixed by the following table¹ :—

Baker's gain	...	...	...	4d.
for three servants	...	...	...	1 $\frac{1}{2}$ d.
for two lads	...	...	...	$\frac{1}{2}$ d.
in Salt	...	...	...	$\frac{1}{2}$ d.
for kneading	...	...	...	$\frac{1}{2}$ d.
for candle	...	...	...	$\frac{1}{4}$ d.
for wood	...	...	...	2d.
for "bultel"	...	...	...	$\frac{1}{2}$ d.
				9 $\frac{3}{4}$ d.

In addition to this, however, the baker was also entitled to the bran and to the "advantage bread." Out of every quarter of wheat, he was supposed to sell 418 pounds of bread², and whatever he baked above that amount was "advantage bread" for himself. As time went on, the money allowance was augmented; in the reign of Edward I it rose to 1s. 1d., in the twelfth year of Henry VII it was 2s. 7d., in the thirty-fourth year of Elizabeth 6s. 10d. An attempt was made in the reign of Queen Anne to secure a stricter observance of the statute, and the allowance was increased to 12s. The maximum was reached in the thirty-first year of King George II, when it was

¹ *Statutes at Large*, Vol. I., p. 22.

² Webb, p. 197.

fixed at 15s. 6d. In the following reign it was reduced to 14s., but an important change was made in so far as the assise was now set from a sack of flour instead of a quarter of wheat.¹

¶56. KINDS OF BREAD. From the outset various kinds of bread were baked, and though later legislation generally brought them under three headings, viz., "wastel bread," "bread of whole wheat," and "bread treet," (afterwards known as "white," "wheaten," and "household" respectively²), yet the statute of 1266 mentions no less than seven kinds of bread, and the table of the Oak Book, which is based on that statute, and was probably drawn up in the reign of Edward II, provides for nine different kinds. These were:—

(1) *Wastel bread* ("wastellus," A.F. *gastel*³), looked upon as the standard bread. It varied in weight directly with the price of corn, and served in turn as a basis for fixing the size of the loaves of all other kinds of bread. It was made of the finest white flour, and was only surpassed in price by "simnel" and "French bread." In the Southampton records of 1482, 1559, etc. (see above, ¶ 54) it is always referred to as "panis albus."

(2) *Cocket bread* (also called "panis levatus"⁴) was slightly inferior in quality to "wastel." From the statute of 1266 and from the Southampton text, it appears that two kinds of "cocket bread" were baked, viz., *small cocket* (cocket minor), afterwards also called white bread,⁵ of the same quality of flour as wastel, and (3) *large cocket* (cocket major) made of corn of lower price.⁶ In the *Domesday of Ipswich* they are respectively called "primer coket" and "second coket."⁷ As to the origin of the word "cocket," a satisfactory explanation has yet to be found (cf. *New Engl. Dict.*, cocket; also *Liber Custumarum*, gloss., p. 793).

(4) *Simnel bread* ("symenellus," "panis de siminello,"⁸ A.F. *symenel*,⁹ sometimes called also "panis artocopi"¹⁰) was a kind of cake baked twice.¹¹

¹ For the above figures I am indebted to Edlin, *A Treatise on the Art of making Bread*, pp. 166, 167.

² Cf. Webb, pp. 197, 198.

³ Cf. *Domesday of Ipswich*, Twiss, Vol. II, p. 172.

⁴ Cf. *Liber Albus*, Vol. III, p. 711.

⁵ Cf. Atwood, Appendix B, p. III. It was, however, more usual to apply the term "white bread," "panis albus," to "wastel bread" (see above).

⁶ Du Cange renders it "pain de ménage," i.e., household bread, but it would seem that the latter appellation was reserved for bread treet (see below).

⁷ Cf. Twiss, Vol. II, p. 172.

⁸ Cf. *Statutes at Large*, p. 21.

¹⁰ Cf. *Liber Albus*, Vol. III, p. 411.

⁹ Cf. Twiss, Vol. II, p. 172.

¹¹ Cf. Atwood, Appendix B, p. III.

(5) *French bread* ("panis franciscus" or "pain fraunceis," apparently also called "pouf" or "panis levis," *i.e.*, light bread¹). This is not mentioned in the statute of 1266, nor in the *Domesday of Ipswich* (unless the "peyn fyngete" of the latter means the same thing²), but the term occurs commonly on the continent as early as the thirteenth century,³ and in England from the reign of Edward I onward.⁴ French bread was really a kind of milk bread, for the preparation of which the finest wheaten flour was used, whilst milk, butter, and eggs were among the ingredients which entered into its composition.⁵ According to the Oak Book, it was the most expensive kind of bread made at Southampton, but in other parts of the country it does not seem to have been of the same excellency; in London, for example, it was sold at the same rate as "wastel."⁶

(6) *Ranger bread* ("panis rangerus") is also omitted from the statute of 1266, and I have been unable to find any other reference to this kind of bread; but judging from its price we may infer that it was made of ordinary wheaten flour, and that it differed from "whole wheat bread" in so far as the flour was first passed through a "ranger" or sieve. It remained in common use at Southampton for centuries. In the records of the Assise of Bread preserved in the Audit House (cf. ¶ 54, above) it is one of the three kinds of bread constantly mentioned, the other two being "cocket" and "panis albus." It should, however, be observed that in these documents, when the word is not abbreviated, it is always written with *t* instead of *r*. The usual variants are "rangette" (1482), "ramget" (1566), "rangit" (*passim* after 1559).

(7) *Bread of whole wheat* ("panis integer," A.F. *peyn enter de frument*,⁷ sometimes identified with "turta,"⁸ though the latter probably denoted a much coarser kind of bread) came to be known as "wheaten bread,"⁹ and was the kind in common use.¹⁰

¹ Cf. *Liber Albus*, Vol. I, p. 353.

² Cf. Twiss, Vol. II, p. 172.

³ Cf. Du Cange.

⁴ Cf. *Liber Albus*, Vol. I, p. 353.

⁵ Cf. Edlin, p. 83.

⁶ Cf. *Liber Albus*, Vol. I, p. 353.

⁷ Cf. Twiss, Vol. II, p. 172.

⁸ *e.g.*, in an Assise temp. Edward I (cf. *Liber Albus*, Vol. III, p. 411).

⁹ Cf. Webb, p. 198.

¹⁰ Cf. Edlin, p. 168.

(8) *Bread treet* ("panis de treyt," "treit," "treet," "trete," "trayt," etc., or "panis tritici,"¹ also "panis bissus,"²) was a coarse brown bread made of unbolted meal, afterwards known as "household bread."³

(9) *Bread of common wheat* ("panis de omni blado"⁴ or "panis de quolibet genere bladi,"⁵ A.F. *peyn de tutz manere de ble*⁶) was the coarsest kind of bread baked at Southampton. Seeing that it was only half the price of "cocket" of second quality, it must have been made chiefly of refuse stuff.⁷ It was probably identical with "horse-bread," often mentioned in documents of the second half of the sixteenth century (cf. *Court Leet Records*, pp. 8, 88, 160, etc.).

No mention is made in the Oak Book of *demesne* or *demeine bread* ("panis dominicus")—simnel bread of the very finest flour, so called from an impression upon the loaves of the effigy of our Saviour—which at the time was apparently the daintiest food of Londoners and more than twice as expensive as "wastel."⁸ No such luxuries were provided by the bakers of Southampton.

¶57. FURTHER REGULATIONS CONCERNING BAKERS, PUNISHMENT OF OFFENDERS. The law not only fixed the exact weight of each kind of bread, but it also regulated the smallest detail of the trade. Bakers could only make certain kinds of bread, and these in fixed proportions.⁹ In London no "turtarius" or maker of coarse bread was allowed to sell any fine bread.¹⁰ At Ipswich bakers were divided into four different groups. Bakers of the first group were allowed to bake wastel, cocket of first quality, and treet; those of the second, simnel and treet; those of the third, bread of whole wheat and cocket of second quality; finally, those of the fourth could make bread of whole wheat and bread of common wheat only.¹¹

Bakers were also generally compelled to have the impress of their seal clearly appearing on every loaf, that they might the

¹ Cf. Atwood, Appendix B, p. III.

² Cf. *Liber Albus*, Vol. III, p. 411.

³ Cf. Webb, p. 198.

⁴ Cf. *Statutes at Large*, Vol. I, p. 21.

⁵ Cf. *Liber Albus*, Vol. III, p. 411.

⁶ Cf. Twiss, Vol. II, p. 172.

⁷ At Ipswich it was, however, prohibited to put any bran in this kind of bread (see Twiss, Vol. II, p. 172).

⁸ Cf. *Liber Albus*, Vol. I, p. 353.

⁹ Cf. Webb, p. 198.

¹⁰ Cf. *Liber Albus*, Vol. I, p. 310.

¹¹ Cf. Twiss, Vol. II, p. 174.

more readily be detected if they broke the assise.¹ Partly also for the same reason, they were obliged to sell bread by their own hand, or the hand of their servants, and could not make use of a regrator or middleman.²

From local records of the sixteenth century, we learn that three times a week, at a fixed hour, the town bakers were bound to bake the dough sent by any burgesses, at the rate of one penny a bushel (cf. *Court Leet Records*, pp. 7, 184, 201). Moreover, bakers were compelled to grind most of their corn at the town mill (cf. *opus cit.*, p. 333).

At certain intervals, generally about once a month, and not less than four times a year, the bailiffs, or other officers specially appointed for the purpose, were to ascertain whether the assise was properly kept.³ All infractions were severely punished, offenders being fined, exposed on the pillory, thrust into prison, or suspended from their occupation.⁴ In London, fraudulent bakers were treated with the utmost rigour. For a first offence the culprit was drawn upon a hurdle from the Guildhall through the most populous and dirty streets, with the defective loaf hanging from his neck. On a second occasion he was drawn from the Guildhall "through the great Streets of Chepe" to the pillory to be exposed for one hour. For the third offence of like nature he was again drawn on the hurdle, his oven was pulled down, and he was compelled to forswear the trade in the City for ever.⁵ It is not known whether the punishments meted out to dishonest bakers at Southampton were of the same drastic nature. The information given by Speed and Davies on this question is very meagre.⁶

With the single exception of the MS. of 1482 (referred to above, ¶ 54) there appears to be no record extant of the procedure adopted in this town prior to the reign of Elizabeth. From that document we learn, however, that Robert Danyell was fined 3d. because his half-penny loaf of white bread was 2s. 6d. deficient in weight. On the same occasion, Thomas

¹ Cf. *Liber Albus*, Vol. I, p. 356. The marks of four bakers, settled in Southampton at the time of Queen Elizabeth, have been preserved (on folio 19b of the MS. catalogued "Assize of Bread, 1559"). They are as follows: William Dixe (alias Dyxe), a circle with three intersecting diameters; John Anthoni (alias Antoni, Antony), X; Robert Bull, W; Walter Normand, X crossed vertically.

² Cf. Ord. 68 of the Guild Merchant of Southampton, Chap. IV, Vol. I, of the present edition.

³ Cf. Ord. 29, *id.*

⁴ Cf. Twiss, Vol. II, pp. 172-174.

⁵ Cf. *Liber Albus*, Introd., p. cl.

⁶ Cf. Davies, pp. 264, 265.

Lokke, of Romsey, had all his bread confiscated, because he sold ranger bread and wheaten bread under weight. For a like offence, John Hitythorn forfeited seven penny loaves. The loaves thus forfeited were directed by Mr. Mayor to be sent to the prisoners at the Bargate. For the whole of the year 1482-1483 the utmost penalty inflicted on any baker at Southampton was a fine, ranging from two-pence to one shilling, and confiscation of the defective loaves. From 1550 onward several references to the punishment of dishonest bakers are found in the Court Leet records.¹ Dr. Hearnshaw, in his exhaustive account of this ancient court, has shown that one of its main duties was to ascertain that the various assises were properly kept by the magistrates upon whom such a task was incumbent.² The delinquents appear, however, to have been treated with great leniency. For a first offence they received a warning. If the offence was repeated, the bread was confiscated and given, not to the town prisoners as in 1482, but to the poor, at the discretion of the mayor. From the extant records of the Assise of Bread for the years 1559-1579 we find that time after time the same bakers were guilty of breaking the assise, and yet they escaped with paltry fines of three, four, or six pence. Occasionally they were threatened with severer measures, for example, in 1567, when all the town bakers (six in number) were convicted by the justices. On that occasion it was placed on record that "yt ys comaunded to everi of the sayd bakers to kepe the assyces to them geven uppon payne of for[feiture] of xij.d. and all the brede, besydes the penaltie of the statute" (folio 6a). In 1569 the leet jurors expressed the wish that Rich. Cowde and John Moore should be fined and exposed on the pillory, for not baking enough farthing and half-penny loaves (cf. *Court Leet Records*, p. 50). In 1596 Richard Veale was dealt with rather severely. He was fined 21d. for a first offence.³ But the severest punishment on record is that inflicted on bakers of "horse-bread" who made their loaves too small and did not sell them at the statute price of three loaves for one penny.

¹ Cf. Hearnshaw, *Court Leet Records*, pp. 7, 8, 15, 50, 70, 86, 88, 160, etc.

² Cf. Hearnshaw, *Court Leet Jurisdiction*, p. 116.

³ The offence was evidently considered a very serious one. Here is a transcription of the whole entry: "Ricardus Veale being this day sent for to the Audit House, and his brede being weighed, his ij.d. household Lofe (*i.e.*, two-penny loaf of household bread) weighing but xvj. li. welts—it should weigh xxj.—and his penny wheaten Lofe weighing but vj. li.—which should weigh viij. li. j. of[unce]—is amerced for this his first offence in xxj.d. in brede to be geven to the poore, and warning geven him by Mr. Mayor and the Justices—which he is to take for his first warning according to the statute—that he offend no more in the like, upon the peyn therin cont[ained]" (cf. MS. catalogued "*Assize of Bread*," 1599).

They were first brought before the leet jurors in 1550 and fined 10d. a piece. As the offence was renewed from year to year, the fine was gradually increased till it reached, in 1581, the sum of 30s., and was fixed for the next offence at 33s. 4d. (cf. *Court Leet Records*, pp. 8, 88, 160, 178, 195).

¶58. WEIGHTS. In order to understand the table contained in the Oak Book, it must be remembered that during the reigns of the first Anglo-Norman kings of England, the pound in money was precisely the pound-weight of silver, and the penny in money the penny-weight of silver (the only coin then current in the kingdom). Weights were therefore, at this period, usually expressed in pounds, shillings and pence; but they were estimated by the "Saxon" or "Tower-pound," which was less than the troy lb. in the proportion of 15 to 16 (the use of the troy lb. was long afterwards established in the eighteenth year of Henry VIII¹). For instance, when the quarter of wheat was sold for 12d., the farthing loaf of "wastel" was to weigh £6 16s., which would correspond to 6·8 lbs. troy or 5·6 lbs. avoirdupois. Under the same conditions the farthing loaf of "cocket" of the first quality would weigh 2s. more than wastel, i.e., £6 18s., or 6·9 lbs. troy or 5·68435 lbs. avoirdupois; the farthing loaf of "cocket" of second quality would weigh 5s. more than wastel, i.e., £7 1s., or 7·05 lbs. troy or 5·80588 lbs. avoirdupois, and so on.

The scribe of the Oak Book has worked out, not without making several blunders, the weight of the farthing, halfpenny, and penny loaf of every kind of bread, according as the price of the quarter of corn rose from 12 pence to 12 shillings. From 13 shillings onward one had to revert to the table of 6s. 6d., substituting halfpenny loaf for farthing loaf.

X. THE ROLLS OF OLERON AND THEIR ORIGIN.

¶59. THE SOUTHAMPTON TEXT. Of the various documents preserved in the Oak Book, none is of as general and wide an interest as the Copy of the Rolls of Oleron, and yet it is a section of the book which hitherto had not even been identified. Its title, "ceo est la chartre Doylyroun," suggested to me a

¹ Cf. Atwood, p. 8. In the Southampton records of 1482, weights are still expressed in £ s. d.; but in those of 1559 onward we find "pound weight" and "ounces" used instead.

connection with the well known Rolls of Oleron, the chief code of maritime laws in the Middle Ages, and a careful examination of its contents revealed the fact that this was indeed a fourteenth century copy of the famous Rolls, resembling fairly closely the oldest English MSS., and yet differing from the latter in certain respects. The variations of the Southampton text seemed to me so interesting, and, in several cases, so important for the reconstruction of the lost original, that I decided to make a careful study and comparison of the best versions, and thus establish permanently the high merits of our MS. Indirectly this has led me to re-open the whole question of the Rolls of Oleron and their origin, and produce something of the nature of a critical text.

A somewhat similar task was undertaken almost a century ago by a Frenchman, M. J. M. Pardessus, whose wonderful scholarship and intimate knowledge of maritime legislation enabled him to produce a work of the highest merit. Ever since it was first published, this work has served as a basis for further investigation, and it will always remain a most valuable authority; but Pardessus utilised only five MSS., all taken from groups β and η ,¹ and in a few instances gave an interpretation which, in my opinion, the text of the oldest versions does not warrant. I have therefore collated, either fully or in parts, the most important MSS. of the Rolls of Oleron, and the best representatives of each group, and given a fresh translation of the text. This task, greatly facilitated by the publications of Sir Travers Twiss,² yielded interesting results, for not only did it fully justify my belief that the version of the Oak Book, in spite of a few unimportant omissions, was as closely related to the lost original as, and was generally more reliable than, the Bodleian MSS. utilised by Pardessus³, but it enabled me also to attempt a classification of the chief MSS., and to solve at the same time some of the questions mooted in their works by M. Pardessus and Sir Travers Twiss.⁴

¶60. THEORY OF VERWER. During the Middle Ages, the Rolls of Oleron or Judgments of the Sea came to be accepted as a common maritime law by the seafaring nations of Western and Northern Europe, whilst the kings of Castile gave them

¹ Cf. below, ¶¶ 77, 83.

² Cf. Twiss, *Black Book of Admiralty*, in 4 vols.

³ Cf. below, ¶ 68 (4).

⁴ In several instances, pointed out in footnotes, my translation differs considerably from those made by Pardessus and Twiss.

the authority of law in their parts of the Mediterranean, and the trading cities of the Baltic incorporated their provisions into their own maritime law. At an early date these Judgments, with slight modifications, were reduced to writing in different languages and in different parts of Europe. No wonder, therefore, that speculation has long been rife as to the date and origin of these Rolls, and that considerable divergence of opinion still exists at the present time.

The theory which ascribed a northern origin to these Rolls, and looked upon them as a translation of "the Maritime Law of Wisby," or "the Gotland Sea Laws," though it was advocated by many writers of eminence, has finally been exploded by Pardessus and Twiss.¹ Another theory, ably defended by Verwer, which inclined to consider the Netherlands as the home of this legislation, and the Judgments of Damme and Westcapelle as the original of the French Rolls of Oleron, has become untenable since the discovery of the Purple Book of Bruges, containing, as it does, a Flemish version older than, though almost identical with, that of Damme, which avows itself to be a translation of the Rolls of Oleron².

These rival claims would never have been put forward seriously, had it not been for the fact that the French text was only known through the edition of Cleirac, in which the original Judgments had been modernised, modified, and enlarged, sometimes beyond recognition. The discovery of a considerable number of French MSS., preserved in English archives, some of them belonging to the early part of the fourteenth century, has placed the whole question in a different light altogether. Prominent writers on the subject are all agreed now that the home of these Judgments was Southern France, but how and when they arose is still a much controverted problem.

¶61. THEORY OF PARDESSUS. Pardessus, who first entered the field with a masterly grasp of the whole question, and who swept aside many time-honoured prejudices, looked upon the Rolls of Oleron as a kind of handbook (*manuel*), based on customs generally acknowledged and on judgments delivered at various times on definite issues,³ and compiled by some specialist for the

¹ Cf. Pardessus, Vol. I, pp. 283, 284; Twiss, Vol. III, pp. xix, xx.

² Cf. Twiss, Vol. III., p. xviii., and Vol. IV., p. lxxxvi.

³ Such treatises and formularies were, indeed, quite common in the Middle Ages (cf. Maitland, *Court Baron*, p. 3).

benefit and guidance of the judge and the contending parties alike. In the early Middle Ages a dim recollection of Roman law lingered behind, and from the earliest times some sort of officers were appointed to administer maritime law. With the increase of barbarism and ignorance, that tradition became feebler and less reliable, though it never disappeared completely, and the need of some written record made itself felt. This need was met by the Rolls of Oleron. The fact that all MSS. and printed editions bear the name of Oleron is, according to Pardessus, merely incidental, and not sufficient to infer that there was any direct connection between the Rolls and the Island of Oleron, except that the particular copy from which all the extant versions have been derived happened to be written and attested by a notary of that island.¹

¶62. THEORY OF TWISS. Oleron, it is true, is never mentioned in the body of the Rolls, but it is difficult to accept Pardessus' opinion unreservedly, and ascribe to so small an incident the momentous result that in France, England, and Spain, and even Flanders, these Rolls came to be known uniformly as the Charter or the Rolls or the Law of Oleron. Sir Travers Twiss, in his valuable edition of the *Black Book of the Admiralty*, has fully realised this difficulty, and from a study of various other mediæval compilations of Maritime Laws, he formed the conviction that the earliest sources of these laws were found in the form of decisions and judgments, and that the Rolls of Oleron were no exception to the rule.² The Dukes of Guienne, he thinks, prior to the time when the island passed into the possession of the British crown, had conferred upon the Commune of Oleron extensive legal privileges,³ particularly in reference to the administration of Law Maritime. The fourteenth century "Coutumier" of the Commune of Oleron records a judgment as having been delivered in the Mayor's Court at Oleron on a case in which two Bretons were involved, and the Coutumier goes on to say that Bretons had many suits in Oleron respecting partnership and other matters. "The circumstance that Breton mariners and merchants had frequent recourse to the Mayor's Court of Oleron for the settlement of their disputes in maritime matters in the fourteenth century, raises a presumption that the court at that time was in con-

¹ Cf. Pardessus, Vol. I, pp. 304, 305.

² Cf. Twiss, Vol. II, pp. xliii, xlii.

³ *Opus cit.*, Vol. I, p. lxi.

siderable repute as a Court of Maritime Law, and there are documents belonging to the twelfth and thirteenth centuries which refer to Oleron under circumstances which warrant us in supposing that it was at that period a port much frequented by foreign shipping."¹ In other words, the Rolls of Oleron were simply a record of judgments rendered by the Mayor's Court or "customs of the sea which had acquired a judicial sanction at Oleron"²; or, again, "a judge-made law . . . which proved to be so faithful and complete a mirror of the customs observed in the trade between the ports of the Atlantic seaboard of France and those of the rest of Europe, that they have been accepted as law for centuries in the ports of the North Sea and of the Baltic equally as in those of the Mediterranean Sea."³ The views of Twiss have on the whole been favourably received, even if they have not succeeded in removing every doubt. Wagener,⁴ Goldschmidt, Prof. Pols,⁵ and others accepted them with some reservation.

¶63. THEORY OF KIESSELBACH. In more recent years a somewhat independent position has been taken up by Herr T. Kieselbach.⁶ He agrees with Twiss in connecting the Rolls intimately with the Island of Oleron, pointing out, as Twiss had to some extent done already,⁷ the importance of the island in the shipping trade of the Middle Ages. On the authority of Giry⁸ and of Arcène,⁹ he asserts that the island was extremely fertile and densely populated, that even in the eighteenth century it possessed much wood, and that its line of ships played an important part in the wine trade.¹⁰ But whilst he is ready to admit that the Rolls originated in the Island of Oleron, he cannot accept Twiss's explanation that they are a record of judgments rendered in the Mayor's Court at Oleron.¹¹ On that point he favours Pardessus' opinion that the Rolls are a compilation of customs, undertaken by some lawyer versed in the

¹ *Opus cit.*, Vol. II, p. lv.

² *Opus cit.*, Vol. IV, p. lxxxvii.

³ *Opus cit.*, Vol. IV, p. cxxix.

⁴ Cf. *Zeitschr. f. d. ges. Handelsrecht*, Bd. 27 (1882), s. 623 ff.; also Wagener, *Seerecht* (1884), s. 67.

⁵ Cf. *Nouvelle revue hist. de droit franc. et étranger*, Vol. IX (1885), p. 456.

⁶ Cf. *Hansische Geschichts-blätter* (1906), Heft I, s. 1 ff.

⁷ Cf. Twiss, Vol. I, pp. lxix, lxx; Vol. II, p. lv, etc.

⁸ *Les établissements de Rouen*, Vol. I, p. 95.

⁹ *Histoire de la ville de Rochelle et du Pays d'Aunis*, Vol. I (1756), p. 76.

¹⁰ Kieselbach, pp. 17, 18.

¹¹ *Opus cit.*, pp. 21-23.

subject of the administration of maritime law, and that the words "c'est le jugement en cest cas," found at the end of the various articles, simply mean "in case of dispute on this point, this is the award that shall be made." Some of the articles (e.g., Art. 4), he argues, contain two or three different suppositions, and cannot possibly represent a single judgment. Moreover, in cases of damages and jettison, the trial had of necessity to take place at the port of arrival, where the Court of Oleron had no possible means of enforcing its decisions. On the other hand, Kiesselbach will not admit, with Pardessus, that the Rolls of Oleron were from the outset a collection of customs of a very general character, applicable to all sea-trade—that they ultimately became universally observed no one can deny,—but Kiesselbach rightly remarks that internal evidence all tends to prove that the Rolls of Oleron were originally a record of the customs regulating the wine trade between La Rochelle (later also Bordeaux) and some fixed destination in Northern Europe.¹ It is more difficult to follow the writer, when he assumes that the destination was invariably Flanders, or more particularly Bruges or one of its harbours (Damme and later Sluis). Art. 13 of the Rolls clearly provides for several destinations, Normandy, England, Flanders, and Scotland, and it would be futile to argue that on one only of these four routes, viz., that of Flanders, these laws became binding. The constant intercourse between England and Guienne, ever since the time of Henry II, and the enormous wine trade which soon sprang up between Bordeaux and various English ports, notably Southampton, ought certainly not to be overlooked.

¶64. DATE OF THE EARLIEST VERSION. Whatever may have been the origin of the Rolls of Oleron, it is more than probable that at an early date, perhaps as soon as they were committed to writing, they received some kind of sanction at the hand of the rulers of Aquitaine. Without citing any proof in support of it, Cleirac propounded the theory that Queen Eleanor, on her return from the Holy Land, which she visited with her first husband, Louis VII of France, conceived the project of compiling a body of maritime judgments for the use of navigators in the western seas, and that Richard I of England, on his return from a similar expedition to the Holy Land, augmented the collection of judgments.² The German

¹ Kiesselbach, pp. 26-36, *passim*.

² *Us et Coustumes de la Mer, Bourdeaux* (1661), p. 2.

theory, in support of which the authority of Leibnitz has been invoked, namely, that they were compiled by Otho, Duke of Saxony, whilst he was Governor of the duchy of Aquitaine, during the reign of his brother-in-law, Richard I of England, may be dismissed at once.¹ On the other hand, a very persistent tradition has connected the Rolls of Oleron directly with Richard I. According to a famous Memorandum of the twelfth year of Edward III on the Roll entitled "Fasciculus de Superioritate Maris," certain laws and statutes of the sea, corrected, interpreted, and declared by Richard I on his return from the Holy Land, were published in the Island of Oleron, and named in the French tongue "la ley Olyroun."² Twiss strongly believes that this Memorandum is not apocryphal³, notwithstanding the opinion of Hallam⁴ and Pardessus⁵ to the contrary, but that the interpretation first put upon it by Selden was erroneous⁶, and contributed to discredit the document. It is an undisputed fact that Richard I, on his return from Palestine, did not land at Oleron, but it is equally certain that he took a special interest in maritime matters, and spent many years in Southern France, even during the lifetime of his father. A careful collation of the MSS. has also revealed that the Flemish texts, and in particular the oldest of them (Purple Book of Bruges), were adapted, not from a Gascon original as has often been asserted, but from an Anglo-Norman version. We come thus to the interesting result that the oldest MSS. still extant all point to one common Anglo-Norman original,⁷ which must have been written soon after the time of Richard I, and was probably based on the text drawn up by the orders of Richard. This lends very great support to the theory that Richard, either before or after he ascended the throne of England, caused a copy to be made of the Rolls of Oleron, without, however, removing the possibility of the existence of an earlier text still, which might have been utilised by the scribes of Richard. Pardessus, for instance, is of opinion that they were first written down at the close of the eleventh century. Modern writers,⁸ however,

¹ Twiss, Vol. II, pp. xlviii, xlix.

² *Opus cit.*, Vol. I, pp. lvii, lviii.

³ *Opus cit.*, Vol. III., p. xiv.

⁴ *View of the State of Europe during the Middle Ages*, Bk. III., Chap. IX.

⁵ Pardessus, Vol. I., p. 288.

⁶ Twiss, Vol. II, pp. xlvii, xlviii.

⁷ An attempt to prove this has been made below, ¶85.

⁸ Cf. Goldschmidt, *Universal Geschichte des Handels* (1891); Kieselbach, *opus cit.*, p. 2.

generally concur in the opinion of Twiss, that various causes combined to account for the decisions of the maritime tribunals not being reduced into writing before the twelfth century. In the first place, the subject matter of maritime disputes was foreign to the learning of ecclesiastics, and there is reason to believe that the proceedings in maritime questions were carried on at an earlier period in a tongue (*lingua franca*) which was not familiar to the clergy, nor identical with the languages of the documents which they were accustomed to draw up. But by degrees, as disputes in maritime matters multiplied with the increase of maritime commerce, the want of a written record of such decisions was felt, and after the Crusades had contributed to familiarise the clergy with the habits of sea-faring men, and incidentally with the customs of the sea, clerks were readily found able to reduce into writing the decisions of the maritime tribunals and to record them in Rolls, so that if on occasions persons qualified by experience to attest the custom of the sea were not at hand, the record of a previous judgment in point might be available to guide the conscience of the prud'hommes in advising the judge, and to assist the judge in maintaining an uniformity of decision.¹ The general absence of written codes of maritime law in Europe of a date earlier than the middle of the thirteenth century, a fact which struck both Twiss² and Pardessus, makes it improbable that a written version of the Rolls of Oleron existed long before the time of Richard I. Nevertheless, Pardessus raises a serious objection to the earliest version of the Rolls of Oleron being in any sense connected with an English king. "Is it likely," he exclaims, "that Charles V, Charles VI, Charles VII, and Louis XI of France should raise to the rank of customs of the realm, acts emanating from such a source?"³ But to my mind the objection is no longer valid, if it be admitted that in various French provinces an oral tradition of these customs existed long before they were written, and that they were observed by the sea-faring population of Brittany, Normandy, and Flanders. Oleron acquired, in the thirteenth century, a great reputation for its maritime laws, even as Damme and Wisby did at a more recent period, and though, to the best of my knowledge, the point has never been mooted, it

¹ Cf. Twiss, Vol. II, p. xli.

² Cf. Twiss, Vol. IV, p. cxxix.

³ Cf. Pardessus, Vol. I, p. 298.

is not improbable that about the time when the Castilians adopted the Rolls of Oleron and translated them into their own language, the Bretons determined to have a reliable record of the Rolls and sent to Oleron for a copy, even as two centuries later the town council of Dantzic applied to the town council of Wisby for their record of the same laws.¹ Such may be the origin of the certificate of authentication, under the seal of the Island of Oleron, of A.D. 1266, found in the MSS. of Brittany and Normandy. Subsequent versions in the north of France would naturally be based on this authenticated copy, and the kings of France would not scruple to sanction customs long upheld in their own dominion, even though these customs had originated in a province once occupied by England. The early records of Oleron and La Rochelle, which would have been especially useful in clearing up this point, are unfortunately lost beyond all hope of recovery,² and the question may never be solved in a conclusive manner. In the absence of any evidence to the contrary, the conjecture which I have ventured to make, whilst it leaves undiminished to France the honour of being the home of the Rolls of Oleron, claims for England the distinction of having been instrumental in extending the practical value of this legislation, and in making it more widely appreciated. Such a conjecture is, moreover, in perfect agreement with the information supplied by the MSS. and texts which are still extant.

XI. SPREAD OF THE ROLLS OF OLERON.

¶65. THEIR INTRODUCTION INTO ENGLAND. There is no reason to question the supposition of Kiesselbach that the Rolls of Oleron were originally a compilation of customs observed by the mariners of the Gironde, especially those engaged in the wine trade; and if Richard had them reduced into writing, it was not necessarily with a view to enforce them on all the sea-faring population within his dominions, but simply to ascertain what were the customs of Aquitaine. Still, as the trade of England had now to a great extent been diverted to that part of the world, English sailors probably acknowledged those customs, at least while they were in French waters. The need

¹ Cf. Twiss, Vol. IV, p. lxxxvii.

² Kiesselbach, p. 37.

of some definite rule and of a clear understanding as to the liabilities of captain, crew, and merchants, would naturally induce them to decide by mutual agreement to observe the customs of Oleron. Indeed, this practice became so prevalent that the Rolls of Oleron soon came to be regarded as part of the law of the realm, although they may not have been entered in the statute books till comparatively recent times. Spelman maintains that they became part of English legislation by a statute of 50 Henry III. Unfortunately, there is no further evidence as to the existence of such a statute, and the silence of Bracton, Britton, and the writer known as "Fleta" on the question is not calculated to strengthen the assertion of Spelman.¹ Pardessus himself admits that the Rolls were known in England at least from the time of King John,² and that, as Prynne had already pointed out, there was probably a reference to Art. 23 in the Ordinance made by King John at Hastings at the beginning of his reign.³

It is not, however, until we come to the reign of Edward III that all doubts are removed. From an inquest held at Bristol in the twenty-fourth year of Edward III, and another held at Queensborough in the forty-ninth year, we learn that the Rolls of Oleron had already acquired in England the status of laws.⁴ From this we may infer that they became known in these islands probably at a much earlier date. Indeed, the Guildhall MSS., Liber Memorandum and Liber Horn, belong to the reign of Edward II, and they are certainly copies of older English MSS.⁵ *a* and *a*₁. It is remarkable, too, that the Southampton text contains a twenty-fifth article,⁶ not found in any of the other MSS., which reads, not like the previous articles, as a mere statement of a custom, but like an ordinance or some other royal instrument (note especially the use of the first person, *nous en voloms*, and the reference to some definite statute, *le estatut veot*). This article is immediately followed by the opening lines of a letter of Edward I, A.D. 1285. As the handwriting is continuous, and there is apparently no break in the Southampton MS., we must assume as highly probable that these additions existed already in the model of the South-

¹ Cf. Pardessus, Vol. I, p. 295.

² *Opus cit.*, p. 294.

³ *Opus cit.*, Vol. IV, p. 194.

⁴ *Opus cit.*, Vol. IV, pp. 196, 197.

⁵ See below, ¶¶ 74, 75.

⁶ Cf. p. 99, n. 12.

ampton text, *i.e.*, in MS.¹ *a*₂. The latter was in all probability a text of the time of Edward I, the period at which admiralty jurisdiction first developed in England,² and was itself derived from MS. *a*. It must therefore be admitted that MS. *a*, which was the original of the oldest English MSS. still extant, could not very well have been written later than the reign of Henry III, and might even belong to an earlier reign.

¶66. THE ROLLS OF OLERON IN OTHER COUNTRIES. England was not the only country in which the maritime customs of Oleron were held in honour. At an early date they reached Flanders and the Netherlands, and, on their way, the provinces of Brittany and Normandy, whilst south they were introduced into Spain, and thence affected the trade of the Mediterranean. A Castilian version is known to have been made in *c.* A.D. 1266, and the text of this version has been preserved in a Spanish translation by Capmany.³

Among the records of the kings of France, the earliest direct reference to the Rolls of Oleron is contained in an Ordinance of A.D. 1364, but the latter is a confirmation of privileges granted at a much earlier date, so early indeed as 1309, according to Pardessus.⁴ Even before that time these laws must have been known to the mariners of Brittany and Normandy. Although the oldest versions preserved in those provinces date from the close of the fifteenth century, these versions, as a rule, have, after Art. 27, a certificate of authentication of 1266,⁵ and there is no reason to doubt the assertion that a text of these Rolls existed in Northern France in the thirteenth century. With the introduction of printing, the Rolls were published on various occasions, additions were made, the language was modernized, whilst the MSS., which had become almost unintelligible, were discarded, and finally lost. Such, at all events, is Pardessus' opinion.⁶

During the Middle Ages, Bruges had been the chief emporium of wine from Southern France, and its merchants and sailors must early have been acquainted with the Rolls of Oleron, even though they may at first have had no written record of them. It is, however, more than likely that at an early date some

¹ See below, ¶ 76 (end).

² Cf. Twiss, Vol. I, p. 68.

³ See below, ¶ 70.

⁴ Cf. *opus cit.*, Vol. I, p. 297.

⁵ See above, ¶ 64 (end).

⁶ Cf. Pardessus, Vol. I, p. 310.

French text, presumably Anglo-Norman, came into their possession. French was at that time a kind of international language in the trading and shipping world, and such a text would be quite intelligible to those it concerned. As the Rolls secured wider recognition, the magistrates of Bruges, who may often have been called upon to decide cases in which these laws were invoked by the contending parties, probably felt the need of a translation in their mother tongue. Such may have been the origin of the famous Purple Book of Bruges, which was written in the second half of the fourteenth century,¹ and which professes to give a copy of the Rolls of Oleron in the Flemish language.

Damme had long been the chief harbour of Bruges, and it is certain that the maritime laws of Oleron became familiar to its magistrates even before they reached Bruges, its metropolis. Disputes in which merchants and mariners were involved would, of course, be tried at Damme, and its courts and tribunals acquired such a reputation that in time they eclipsed even those of Oleron. Fresh translations of the Rolls were undertaken, probably based on the same Anglo-Norman text which had already been utilized by the scribe of Bruges. Thus arose the famous compilations of Damme and Westcapelle, which have considerably influenced Dutch maritime legislation.²

Shipping interests in Northern Europe were not limited to Holland and Flanders. Already in the thirteenth century Hamburg and Lubeck had built up a flourishing trade with the Netherlands, and established their factories at Oostkerke and Houcke.³ They were not slow in appreciating the usefulness of the Law of Oleron, and at an early date embodied its articles in their own local constitutions. With this sanction of some of the leading Hanseatic towns, the Rolls of Oleron, probably under the title of "Sea Laws of Flanders," soon reached the chief harbours of the Baltic.⁴ Their authority was definitely established when, in the fifteenth century, they were incorporated bodily in the famous Saxon or Low German compilation of Wisby, variously known as the Gotland Sea-Laws, or "Dat hogheste Gotlansche Water-Recht," *i.e.*, the Supreme Sea Law of Gotland.⁵ This maritime code evidently met in

¹ Cf. Twiss, Vol. IV, p. xlv.

² Cf. Pardessus, Vol. IV, pp. 4-6.

³ Cf. Twiss, Vol. IV, p. xlv.

⁴ Cf. Twiss, Vol. IV, p. lxxxvi.

⁵ Cf. Pardessus, Vol. IV, p. 54, footnote.

an admirable way the needs of the Baltic trade, for it obtained wide-spread acceptance, and secured for the town of Wisby a reputation for its sea-laws such as Oleron in its best days might have envied. When, in 1447, the town council of Dantzic wished to secure a reliable copy of sea-laws, they applied to Wisby, and the document they received appears to be the MS. still preserved in the archives of Dantzic¹ and described below (§70). So great waxed the fame of the Gotland Sea-Laws, that they were seriously believed to represent the oldest maritime code of the Middle Ages, and the source of the Rolls of Oleron.² Such a hypothesis, although now untenable, was not so unreasonable at a time when the Rolls were known only in the editions of Garcie or Cleirac.

¶67. LOSS OF OLDER VERSIONS. We have seen that the early French MSS. have disappeared altogether, and many of the English ones probably fared no better, whilst those which were not destroyed were buried among ancient papers and forgotten. Already in the sixteenth century we find English versions based upon some Norman version, e.g., Thomas Petyt's *Rutter of the Sea* of 1536,³ or especially upon the texts of Garcie and Cleirac, for example, Copland's *Rutter of the Sea* of 1528.⁴ Dr. John Godolphin, in his *View of the Admiralty Jurisdiction*, A.D. 1661, reproduced such a translation in an Appendix to his work.⁵ Alexander Justice, in his *General Treatise of the Dominions and Laws of the Sea*, published, for the first time in 1705, and again in 1709, a complete translation, not only of the text of Cleirac, but also of its Commentary.⁶ "It would seem that the authority of Cleirac's name acquired for his text in England a preference over Garcie's, as Cleirac's text was authoritatively received in the High Court of Admiralty of England during the judgeship of Sir Leolyn Jenkyns. This fact may be inferred from an English translation of Cleirac's text being inserted by Mr. Thomas Bedford in his English translation of the *Black Book of the Admiralty*, in preference to a translation of the ancient text of the Laws of Oleron which is in the *Black Book* itself."⁷

¹ Cf. Twiss, Vol. IV, p. xxxiii.

² See above, ¶60.

³ Cf. Twiss, Vol. I, p. lxxii, and p. 89, n. 1.

⁴ 1540 according to Pardessus, Vol. I, pp. 310, 311; but see Twiss, Vol. I, p. lxxii, footnote.

⁵ Cf. Twiss, Vol. IV, p. lvi; also Pardessus, Vol. I, p. 321.

⁶ Cf. Twiss, Vol. IV, pp. liv, lv; Pardessus, Vol. I, p. 321.

⁷ Cf. Twiss, Vol. IV, pp. lvi, lvii; also Vol. I, pp. xiv, xv.

This question has already been dealt with by Pardessus and Twiss, and the reader must be referred to their works for a more exhaustive treatment. But these authors, though they have greatly facilitated the task by publishing a considerable number of texts of the Rolls, have not attempted a systematic comparison of these texts.

XII. THE MSS. OF THE ROLLS OF OLERON.

¶68. The chief MSS. of the Rolls of Oleron may be conveniently arranged as follows:—

I. ENGLISH MSS.

(1) MSS. OF THE BRITISH MUSEUM.

I. *MS. Nero A. VI*, in Sir Robert Cotton's Collection, 12mo, vellum, middle of fourteenth century; mainly utilized by Pardessus in his edition of 1828.

Sloane MS. 2423, 12mo, vellum, late fifteenth century. Similar to the continental French MSS., and contains, as they do, the certificate of 1266.

V. *Vespasian MS. B. XXII*, in Sir Robert Cotton's Collection, quarto, on vellum, measuring ten inches by seven, neatly written and ornamented with illuminated borders and initial letters, early fifteenth century, c. 1420-1425.¹ Utilized by Twiss in his edition of the *Black Book of the Admiralty*. It contains the same ten additional articles as the latter.

A. *Additional MS. 10,146*, formerly in the Library of the Royal Academy of Sciences at Bordeaux. The language is Old French, intermixed with Gascon patois, folio, on vellum, fifteenth century. Published by Twiss (Vol. II, pp. 210-241).

(2) OTHER LONDON MSS.

M. *Liber Memorandum*, in the archives of the Guildhall of the City of London, quarto, vellum, early fourteenth century (*temp.* Edw. II). Probably the oldest MS. still extant.² Collated by Twiss in his edition of *Liber Horn* (see below).

H. *Liber Horn*, in the archives of the Guildhall of the City of London, octavo, vellum, early fourteenth century (somewhat later than M.). Published by Twiss (Vol. III, pp. 4-33).

¹ Cf. Twiss, Vol. I, p. lxxvii, also p. xix.

² Cf. Twiss, Vol. I, pp. lviii, lix.

N. *Black Book of the Admiralty*,¹ in the Admiralty Records, in handwriting not earlier than Henry VI.² It contains the same additional articles as V. and S.

Whitehall MS., in the archives at Whitehall, eighteenth century, paper, folio, an accurate copy of the above, and utilized by Twiss in his edition of the *Black Book of the Admiralty*.³

(3) CAMBRIDGE MS.

P. *Corpus Christi College MS. LIX, 26*, in the Parker Collection, quarto, vellum, probably of the time of Edward II. It contains only the first twenty articles. With the kind permission of the Librarian of Corpus Christi College, my former student, Mr. E. H. Wood (now of Gonville and Caius College, Cambridge), supplied me with a careful transcript of the MS.

(4) OXFORD MSS.

B. *Bodley MS. 462* (formerly 2454), in the Bodleian Library, octavo, on vellum, early in the fourteenth century. This MS. contains only twenty-two articles; it was utilized by Pardessus and Twiss, and has recently been published by Kiesselbach (cf. *Hansische Geschichtsblätter*, 1906, Part I, pp. 45-60).

Ra. *Rawlinson MS. B 356*, f. 43b, in the Bodleian Library, octavo, on vellum, fourteenth century. It is a copy of Liber Memorandum.⁴ Collated by Twiss in his edition of Liber Horn.

S. *Selden MS. B 27* (formerly No. 3341), in the Bodleian Library, quarto, on vellum, fifteenth century. Slightly older than the *Black Book*, it contains the same additional articles as V. and N. Utilized by Luder and Pardessus,⁵ who believed it to be "the" *Black Book of the Admiralty*; collated also by Twiss in his edition of the *Black Book*.

(5) OTHER ENGLISH MSS.

Liber Rubeus villae Bristoliae, preserved in the Guildhall of the City of Bristol, a quarto paper book. The text of the

¹ I have used the edition published by Sir Travers Twiss in Vol. I.

² Cf. Twiss, Vol. III, p. x.

³ For other MSS. of the *Black Book*, e.g., Lansdowne MS. (No. CLXXI), Lincoln's Inn MS. (No. XLVI), Lansdowne MS. (No. CCCXVIII), see Twiss, Vol. I, pp. lxxix, lxxx.

⁴ Cf. Twiss, Vol. I, p. lx, also p. lxxxii.

⁵ Cf. Pardessus, Vol. II, p. 562.

Laws of Oleron (entitled: "C'est la copie des roules de Oleroun, des jugementz et des estatuz de la myer") appears to be in a handwriting of the fourteenth century.¹ I have, unfortunately, had no opportunity of collating this MS.

O. *Oak Book of Southampton*, containing a version of the Rolls of Oleron in a handwriting of the middle of the fourteenth century. Besides the twenty-four usual articles, it has an additional one concerning pilots, which bears some slight resemblance to Art. 25 of the Spanish version.² The text of this MS. is now published for the first time in the present volume.

¶69.

II. CONTINENTAL MSS.

(I) GASCON MSS.

L. MS. *Leghorn*, in the Guildhall of the City of Leghorn. Written in the Gascon dialect, fifteenth century. It consists of nineteen articles only (Arts. 7-10 and 15 being omitted). Collated by Twiss in his edition of MS. A; published by Pardessus in Vol. VI, p. 487.

Bordeaux MS., olim Abbé Baurin, in the Library of Bordeaux, appears to be identical with MS. A.³

(2) NORTHERN FRENCH MSS. AND EDITIONS.

The earliest text appears to have been preserved in

E. *Edition de Rennes* of "Les louables Coutumes du pays et Duché de Bretagne," by Jehan Mace (1514). A first edition appeared at Paris in 1480. It consists of twenty-six articles, and has a certificate of authentication dated 1266.⁴

K. The text published by *Dom Morice* in his "Memoires pour servir de preuves à l'histoire ecclesiastique et civile de Bretagne" (Paris, 1742, t. I, p. 786). According to Pardessus the MS. utilized by Dom Morice has been preserved in the Bibliothèque Nationale.⁵ It contains twenty-eight articles, and the certificate of authentication bears the date 1286 instead of 1266.

Q. The text given in the *Grand Costumier de Normandie* by *Nicholas le Roux* (Rouen, 1539).

¹ Cf. Twiss, Vol. I, p. lxi, n. 1.

² Cf. p. 99, n. 12.

³ Cf. Pardessus, Vol. II, p. 564.

⁴ Cf. Twiss, Vol. II, p. lvii.

⁵ Cf. Pardessus, Vol. II, p. 563.

R. *Le Grand Routier*, by Pierre Garcie, *alias* Ferrande (1483), closely resembles Q., but contains forty-seven articles, of which twenty-two only belong to the original laws.

Cl. *Cleirac's* "les Us et Coustumes de la Mer" (Bordeaux, 1641), appears to be based mainly on R.

Pardessus mentions three other MSS. preserved in the Bibliothèque Nationale, and one in the Bibliothèque de la ville de Troyes, but none are older than the fifteenth century, and they agree in the main with those examined above.¹

¶70.

III. EARLY TRANSLATIONS.

(I) THE CASTILIAN VERSION.

C. It would appear that the Rolls had been adopted in Castile by Alphonso X in the thirteenth century, and that a Castilian version was made about A.D. 1266. According to Capmany, that version had been preserved in an Escorial MS. (now lost), of which he gave a Spanish translation, in an Appendix to his *Codigo de las Costumbres Maritimas de Barcelona*, p. 36.

(2) FLEMISH AND LOW GERMAN VERSIONS.

Br. *The Purple Book of Bruges*, MS. preserved in the archives of the City of Bruges, probably written in the second half of the fourteenth century,² published by Warnkoenig in the Appendix to his *History of the Political and Juridical Institutions of Flanders* (Tübingen, 1835). To the first part of the MS. is prefixed the following heading: "Dit es de coppie van den Rollen van Oleron van den vonnesse van der zee." I have utilized the text published by Twiss in Vol. IV of the *Black Book*, pp. 302-333.

All other low German MSS. omit the title "Rolls of Oleron," and belong to no earlier period than the fifteenth century.³ The chief of these have been described by Twiss (Vol. IV, pp. cxxxv-cxlix). They include:

MS. *Kampense*, in the archives of the City of Kampen, in Guelderland, quarto, vellum, in a handwriting of early fifteenth century. Besides the Rolls of Oleron, it contains also the Amsterdam Sea-Laws.

¹ Cf. Pardessus, Vol. II, p. 564.

² Cf. Twiss, Vol. IV, p. xlv.

³ Cf. Twiss, Vol. IV, p. cxlvii.

MS. *Dordracense*, in the archives of the town of Dordrecht, octavo, paper, in a handwriting of the fifteenth century. Closely resembles the Kampen MS.

F. MS. *Dantiscense*, in the archives of the City of Dantzic, quarto, vellum, in a handwriting of the fifteenth century. The first eleven folios have been published by Twiss in Vol. IV of the *Black Book*, pp. 416-447. Its contents agree with that of the last two MSS.

MS. *Briellense*, in the archives of the town of Brielle on the Maas, in South Holland, octavo, vellum, in a hand of the fifteenth century. Like the above, but some of the Amsterdam Ordinances are missing.

¶71. GOTLAND SEA-LAWS. Another group is made up of MSS. which, in addition to the Flemish and Dutch Sea-Laws found in the texts examined above, generally contained certain ordinances peculiar to them, known as the Lubeck Ordinances. The whole collection of laws is usually described as the Gotland Sea-Laws. The chief MSS. are :

G. *Copenhagen MS. No. 3123*, in the Royal Library at Copenhagen, quarto, partly vellum, partly paper, in a handwriting of the latter half of the fifteenth century. The last part of the MSS. (folios 271-284) has been published by Twiss in Vol. IV of the *Black Book*, pp. 54-129. The first 270 folios contain Danish laws in the Danish language.

MS. 28, *Arne-Magnussen Collection*, in the Library of the University of Copenhagen, quarto, paper, in a handwriting of the latter half of the fifteenth century. This MS. and the one described next below omit the fourteen Lubeck Ordinances, but in other respects they closely resemble the other MSS. of the group.

Stockholm MS. B 74, in the Royal Library at Stockholm, quarto, partly paper, partly vellum, in a handwriting varying from the fourteenth to the sixteenth century. The Gotland Sea-Laws are in a hand of the fifteenth century.

MS. 22, *Arne-Magnussen Collection*, in the Library of the University of Copenhagen, quarto, vellum and paper, in a handwriting partly of the fifteenth century, partly of the sixteenth.

MS 65, *Dryer*, in the archives of the City of Lubeck, small quarto, paper, in a handwriting of the sixteenth century.

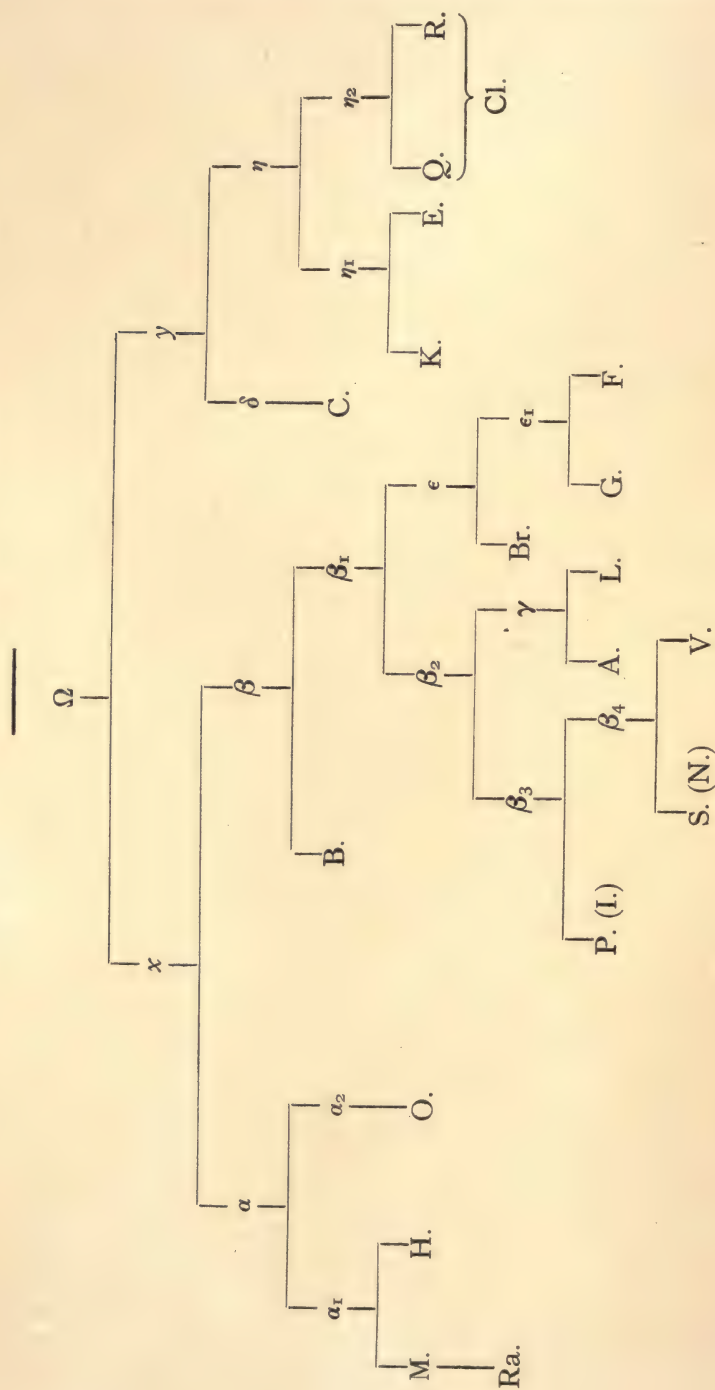
MS. *Petersen*, now in the Library of the Gymnasium of Lubeck, formerly in the possession of Archdeacon Petersen of the Cathedral Church of Lubeck, quarto, paper, in a handwriting of the sixteenth century.

XIII. RELATIONSHIP OF THE MSS. OF THE ROLLS OF OLERON.

¶72. Whilst it is comparatively easy to assign a place to the oldest MSS., it is a matter of considerable difficulty to locate with any precision the more modern versions preserved in France. Not only are several links missing through the loss of the earlier documents, but the text is often hopelessly corrupt. One thing, however, is certain, viz., that they bear a very close resemblance to one another, and are undoubtedly derived from one common source η . It is no less certain that the modern Spanish text of Capmany, which professes to be an accurate translation of a Castilian version of 1266, shows in a few passages a striking similarity to these Continental MSS., so that there can be no doubt of their close relationship. Their common source was y , a MS. apparently at one time in possession of the Island of Oleron, and utilised both for the Castilian translation and the authenticated version found in Northern France.¹ On the other hand, group y often agrees with the English MSS. of group α —in cases where the latter differ from β —to such an extent that one might almost be tempted to assume a closer connection between y and α than between α and β . There are, however, one or two passages which make such a hypothesis untenable, and we are perforce bound to admit that all the English, Gascon, Flemish, and German MSS. are based on x —most probably an Anglo-French version of Ω , the original compiled at the time of Richard I,—and that the MSS. of group α give, as a rule, a more reliable reading than the more numerous MSS. of group β . But the text of the Oak Book is undoubtedly the best of group α , and deserves, therefore, particular notice. This will become apparent if we study separately the various groups of MSS., as shown on the accompanying table. These MSS. come under two main divisions x and y , each in turn subdivided into smaller groups.

¹ Cf. ¶64 (end).

THE MSS. OF THE ROLLS OF OLERON.



¶73. GROUP x contains all the English MSS., as well as ϵ , the original of the Flemish and German versions, and γ , the original of the Gascon versions—both ϵ and γ being based on Anglo-Norman texts.

The chief criterion in distinguishing group x from group y is its faulty version of Art. 13. All the MSS. of x have : *les debaat* (or *debatz*, *debats*) *ou sont petitiz lodmans* instead of *lisle de Bas en Leon sont petitiz lodmans* (preserved in C., K., corrupt in Q., E.), cf. p. 77, n. 15, and p. 79, n. 18; further on the MSS. of x repeat the words *puyz qe len ad passe Calays et ceux descoce*, so that these words not only appear in their proper place after *et ceux de Flandre*, but also erroneously after *et Dengleterre*. x certainly contained that error (but not y), though some of the scribes became aware of the interpolation and endeavoured to remove it. The scribe of Br. did so successfully, but inverted the order of the sentences, and a later hand restored one of the errors. Somewhat less successful attempts were made in A. and P. But even in these cases, traces of the original error are clearly visible, whilst elsewhere the whole interpolation has been retained; cf. p. 78, ns. 3, 4, also p. 79, n. 19.

¶74. GROUP a comprises on the one hand M., H., and Ra., which are very intimately connected, and on the other hand O., the text of the Oak Book of Southampton, which stands alone, and is in many respects superior to the other MSS. of the group. Even a cursory inspection of these MSS. will show how closely they are related to one another and to the original.

(I) OMISSIONS.

They all have the following omissions : *vient et fiert la nef*, words which are found in all other MSS., thus Br. : *een ander scip comd ende slaet dat*, R. : *une autre nef vient de hors de la mer . . . et se fiert a la nef*, C. : *è otra nao viene de la mar en fuera . . . è fiere sobre la otra nao*, cf. p. 80, n. 13; also, a little further on, *en tele manere que ele before est endamage* (C. : *por tal manera que la nao*, etc.), cf. p. 81, n. 14; also *tiele franchise come les mariniers auront doit estre as marchantz*, which in other MSS. ends Art. 18 (Br. : *also dane vryhede als de sciplieden hebben, zullen de coopliden hebben*, C. : *tal franqueza deven haver en ellas como han los marineros*)¹, cf. p. 88, n. 2.

Besides the above there are a few minor omissions, e.g., *a* before *porvoier*, cf. p. 96, n. 12.

¹ It should, however, be noticed that through a coincidence the same omission is found in V., N., S.; as two consecutive sentences were ending in *as marchantz*, it was indeed easy for the scribe to omit one of them.

(2) VARIATIONS.

Fait instead of *fesoit*, in *sil fait autrement*, cf. p. 56, n. 13; *aillours* instead of *daillours*, cf. p. 59, n. 22; *serrount* instead of *soient* (except P.: *seront*), cf. p. 70, n. 4; *il doit paier ataunt come le mestre* instead of *il doit paier viij deniers*, cf. p. 74, n. 10; *ne firent pas* instead of *ne firent mye*, cf. p. 82, n. 2; *amender* instead of *a rendre* (but C. also has *emendar*), cf. p. 94, n. 3; *sil avyent* (H.: *sil vient*) instead of *sils avoient* (Br.: *hadden*, C.: *oviesen*), cf. p. 98, n. 1.

(3) WORDS TRANSPOSED.

Et le mestre sil instead of *et si le mestre*, cf. p. 74, n. 10.

(4) ADDITION.

Tout added before *aver auxi bon lower*, cf. p. 80, n. 2.

Above all it should be noticed that the resemblance in spelling is striking between all these MSS., yet minor differences, and especially omissions, make it quite certain that O., the Southampton text, was not copied from any of the extant MSS. of the group α_1 , nor can these MSS. be derived directly from O.

¶75. GROUP α_1 . The MSS. of this group are connected by :

(1) OMISSIONS (some very important).

Mye is omitted after *aident*, found in all other MSS., cf. p. 58, n. 1; *ou sempiroit* omitted after *semperdoit*, cf. p. 60, n. 11; *sil ount parquey mees si la neef estout en lieu . . . bien issyr hors*, in all, twenty-four words, cf. p. 61, n. 13; *le mestre*, in *mes si le mestre lemvoie*, cf. p. 63, n. 16; *en fesauntes lur servyse de la nieff*, cf. p. 63, n. 22; *quaunt il just before en saunte*, cf. p. 64, n. 6; *chescun before un tonel*, cf. p. 68, n. 7; *la nief after venuz dedeyns*, cf. p. 80, n. 2; *eust before touz ses damages*, cf. p. 82, n. 4; *si before asseche*, cf. p. 83, n. 10; *venue before a la terre*, cf. p. 85, n. 14; *blame et lour after le mestre ad nulle*, cf. p. 86, n. 10; *ils le pount bien mettre et si geteson se fait et leur tonel de eaue*, cf. p. 87, n. 15; *a un manger after qils pussent (=pourront) manger*, cf. p. 92, n. 3; *et deivent revenir . . . a la nief*, cf. p. 92, n. 5.

(2) ADDITIONS.

Adunc before ils serrount tenuz, cf. p. 60, n. 12; *en y a before ascunes de ex*, cf. p. 62, n. 6; *se before deyuent departir*, cf. p. 74, n. 4.

(3) VARIATIONS (mainly blunders).

Le mestre est tenuz de ceo instead of *le mestre se doyt*, cf. p. 56, n. 12; *le mestre est tenu* instead of *il est tenuz*, cf. p. 56, n. 14; *nad nul poer de* instead of *ne put* (B: *ne poet*), cf. p. 58, n. 9; *lur volunte* instead of *la volunte des seignurs*, cf. p. 58, n. 15; *sil est en cas qil la puisse adubber* instead of *si ele est en cas qe ele se pusse* (= *puisse*) *adobber*, cf. p. 60, n. 5; *saunz jettre darres et des vins* instead of *saunz getter ors des darrez de(s) leyns*, cf. p. 66, n. 6; *estorer* instead of *restorer*, cf. p. 68, n. 6; *quil eust* instead of *quils les ount* (B: *eussont*), cf. p. 71, n. 26; *desques al descharge* instead of *jesques a sa descharge(z)*, cf. p. 80, n. 1; *autresi son lower* instead of *auxi bon lower*, cf. p. 80, n. 2; *deivent estre partiz pur* instead of *deyuent partir du*, cf. p. 81, n. 19; *ele se voit voluntiers* instead of *ele se mette volunters*, cf. p. 82, n. 7; *qe ele est* instead of *qar* (= *car*) *ele est*, cf. p. 83, n. 13; *por li* instead of *pur eux*, cf. p. 83, n. 14; *lour mestre ne lur baille* instead of *lour metre ne lour troeue*, cf. p. 84, n. 11; *et il doit mettre penser de lur mariage chescun (!)* instead of *et y poet mettre en peysaunt de son mareage chescun*, cf. p. 86, n. 14; *ne ount lich* (M., Ra.: *liche*) *ne arche leins* instead of *ne ad lyt ne arche en la nieff*, cf. p. 88, n. 5; *al aventure de deinz* (M., Ra.: *de daunz*) instead of *al aventure de Dieu*, cf. p. 91, n. 16; *si qe le mestre* instead of *issint qe le mestre*, cf. p. 92, n. 5; *se blessas per besoygne* (Ra.: *blessad par bosoigne*) instead of *se blesse par bosoygne*, cf. p. 92, n. 7; *et en cel amender qui serra fet le marchaunt deyvent partir* instead of *et en tes amende qe serra f(e)ait les maryners deyvent partir* (B.: *les mariners auront*), cf. p. 96, n. 4; *sil ne dient* instead of *sil ne dye* (B.: *die*), cf. p. 98, n. 2.

¶76. THE TEXT OF THE OAK BOOK. In all these variations the Southampton text has undoubtedly preserved the correct reading. It agrees with the best MSS. of other groups, and must therefore be a copy of a text far more perfect than the one on which the Guildhall MSS., Liber Memorandum and Liber Horn, were based. Unfortunately, the scribe of Southampton wrote rather hurriedly, and made a few omissions, especially in cases where two sentences happened to end in a similar way. The omissions peculiar to O. are: in Art. 1, *a* between *frette* and *aler*, cf. p. 55, n. 13; in Art. 2, *deit* between *le mestre* and *prendre*, cf. p. 56, n. 4; in Art. 3, *de ce* before *qils sauerent*, cf. p. 57, n. 27; in Art. 5, *lur nieff*, at the end of the article, cf. p. 61, n. 17; in Art. 7, *le* between *mestre* and *doyt*, cf. p. 64,

n. 1; also *pas tenuz* before *a lui querer*, cf. p. 65, n. 11; also *se* (or *sen*) between *ayns* and *doit*, cf. p. 65, n. 14; in Art. 8, *ne* before *pount eschaper*, cf. p. 66, n. 5; also *mestre ne* before *doit pas lesser*, cf. p. 66, n. 11; in Art. 9, *et ascune foiz ayent qe len coupent cables et lessent auncres pur sauver la nieff et les darrez*, cf. p. 69, n. 19; also *ne* between *mestre* and *doyt*, cf. p. 70, n. 8; in Art. 10, *ils serrount tenuz a rendre tut le damage mes si les marchaunz dient qe les cordes sount beles et bones et ils rompunt chescun doit partir au damage cest assavoir les marchaunz*, cf. p. 72, n. 1; in Art. 11, *lour boucles* between *les mariners* and *si come*, cf. p. 72, n. 7; also *mer en tiele* between *la* and *manyre*, cf. p. 72, n. 8; in Art. 14, *foiz* before *auaunt qil*, cf. p. 78, n. 9; in Art. 15, *ad* between *qe* and *ferrue*, cf. p. 81, n. 20; in Art. 16, *tenuz* between *ils sount* and *al amender*, cf. p. 84, n. 3; also *et si ensi estoit qil y eust mis ancre saunz boye et ele fait damage ils sount tenuz al amender tout alounc*, cf. p. 84, n. 4; in Art. 17, *lour deit* between *et* and *lour mestre*, cf. p. 85, n. 17; in Art. 20, *lour crestre* between *a* and *lour lowers*, cf. p. 90, n. 7; in Art. 21, *mariners en* between *le ij* and *pount porter*, cf. p. 91, n. 20; in Art. 22, *que* between *taunt* and *denyers*, cf. p. 92.

On the other hand, there are remarkably few blunders; note, however, in Art. 3, *paier* instead of *faire*, cf. p. 58, n. 16; in Art. 5, *ils pussent* instead of *ils purront*, cf. p. 61, n. 16, and again in Art. 21, cf. p. 92, n. 3; in Art. 6, *le mariner ne* instead of *le mariner le*, cf. p. 62, n. 14; in Art. 7, *viller* instead of *et bailler*, cf. p. 64, n. 1; also *tauntz qe il pust* instead of *taunt que il prist*, cf. p. 64, n. 5; in Art. 8, *sil ne se defend* instead of *sil se defend*, cf. p. 68, n. 12; in Art. 10, *y doit parter partir* instead of *y doit partir*, cf. p. 71, n. 21; also *roumpuyt* instead of *roumpunt* (or *roumpent*), cf. p. 71, n. 25; in Art. 11, *lui ou ses totez* instead of *lui ou* (or *et*) *ses trois*, cf. p. 73, n. 15; in Art. 12, *pasme* instead of *palme*, cf. p. 76, n. 2; in Art. 15, *est* written twice in *lautre est tenuz a jurer*, cf. p. 80; in Art. 16, *asche* instead of *asseche*, cf. p. 84; in Art. 17, *crustz* instead of *creist*, cf. p. 85, n. 15; in Art. 18, *en t(i)ele* written twice, cf. p. 86; in Art. 20, *puis voent* instead of *il avient*, cf. p. 88, n. 11; also *de rendre* written twice, cf. p. 90; in Art. 22, *est une portz* instead of *en un port*, cf. p. 92; in Art. 24, *et ses* written twice before *compaygnouns*, cf. p. 96; also *le mestre et* written twice, cf. p. 98.

Nevertheless, the fact that O. contains an extra article after the twenty-four original articles of the Rolls, and that there is no break in the MSS., makes it necessary to assume that O.

was not copied directly from *a*, which apparently contained only twenty-four articles, but from *a*₂, itself a copy of *a*, together with various additions, in particular Art. 25 and a Royal Patent of 1285.

¶77. GROUP *β* includes (ε) the Flemish and German versions, (γ) the Gascon texts, and (β₄) the original of the *Black Book of the Admiralty*. This group is very clearly distinguished from *a* (and *y*) by a considerable number of differences, the most important of which are:—

(1) VARIATIONS.

β: nous avons (Br., G., F.: *wii hebben*) instead of *vous avez* (C.: *que vos semeja*), cf. p. 56, n. 7; *a la foiz* instead of *ascune foiz* (C.: *alguna vez*), cf. p. 59, n. 24; *coustages* instead of *coustes* (Q.: *coust*), cf. p. 63, n. 20; *senpart* (Br.: *vaert*) instead of *charge* (K., Q., R.: *est charge*, C.: *carga*), cf. p. 66, n. 1; *est* (Br.: *es*) instead of *charge*, cf. p. 72, n. 2; *lour fustaille* instead of *la fustaille*, cf. p. 72, n. 9; *si ascun deulx* instead of *sil y ad nul* (R.: *aucun*) *qui*, cf. p. 74, n. 7; *perdoit* instead of *perde*, cf. p. 80, n. 6; *restorer* instead of *rendre*, cf. p. 80, n. 8; *ele* instead of *la nef*, cf. p. 81, n. 14; *aprise* (Br.: *bi perse*, G.: *by prise*) instead of *prisagez* (except R.: *prise*), cf. p. 81, n. 17; *qils* (Br.: *dat zii*) instead of *que* (= *qui*), cf. p. 84, n. 6; *sera* (Br. also has the future) instead of *est*, cf. p. 85, n. 14; *vos marrees* (Br.: *uwe mareen*) instead of *a marrees* (H.: *a marrees*), cf. p. 86, n. 3; *lerrez* (Br.: *laten*) instead of *lowerez*, cf. p. 86, n. 3; *ils voient* (Br.: *zie zien*) instead of *il avient* (C.: *e viene*; O. is very indistinct, but appears to have *puis voent*), cf. p. 88, n. 11; *vount* (Br.: *varen*) instead of *sount* (C.: *son*), cf. p. 90, n. 4, 6; *chargent* (Br.: *laden*) instead of *vount* (but P., N., V. are irregular), cf. p. 90, n. 10; *tout a long* (Br.: *al ute*) instead of *tout leur*, cf. p. 90, n. 12; *come len use* (Br.: *als men useert*) instead of *come il y auera* (C.: *que haya*), cf. p. 91, n. 19; *mes* (Br.: *maer*) instead of *et*, cf. p. 92, n. 4; *seront* (Br.: *zullen ziin*=shall be) instead of *sount* (C.: *son*), cf. p. 92, n. 8; *et aura le mestre* instead of *et doit le mestre aver*, cf. p. 94, n. 9; *son fret et sa messon* (Br.: *zine vreht ende ziin huus*) instead of *son temps et sa messon*, cf. p. 96, n. 1; *aueront* instead of *deivent partir* (η: *doivent avoir*), cf. p. 96, n. 4.

(2) OMISSIONS.

β: omits *venduz* (found in all the MSS. of *a* and *y*, C.: *vendidas*), cf. p. 68, n. 3; also *darrez qui sount sauuez* (MSS. of *y* have a somewhat different reading, though the meaning is similar),

cf. p. 70, n. 11; also *einsi est que*, cf. p. 74, n. 11; also *est* before *trop pres del autre*, cf. p. 83, n. 11; also *tient* in the expression *tient bien et poet*, which becomes in all the MSS. of β *poet bien* (Br.: *mach wel*; C. has kept fairly close to the original *e non los tiene el maestre puede*, but the text of η is corrupt), cf. p. 94, n. 1; also *a bone volunte deux*, or a similar expression (α_1 : *bonement deux*, K.: *abonnement*, E.: *louement*, Q. R.: *loyaulment*); x probably had *a louement d'eux*, cf. p. 94, n. 12.

(3) ADDITIONS.

β : adds *ceo* before *qil auera*, cf. p. 68, n. 11; also y before *deivent partir*, cf. p. 70, n. 3; also, in Art. 10, *ou pipe*, so that the expression reads *tonel ou pipe* (Br.: *vat jof pipe*) instead of simply *tonel* (η : *tonneau*, C.: *tonel*), cf. p. 71, n. 18; also *mariner* (Br.: *scipman*) after *chescun*, cf. p. 86, n. 14; also *a sauverte* (Br.: *behouden*), not found in MSS. of x (also missing in N. and V.), cf. p. 88, n. 3; also *de celle heure* before *enavant le feetz est*, cf. p. 98, n. 6.

(4) WORDS TRANSPOSED.

Mestre is placed after *partir*, cf. p. 68, n. 4; *si ele eust tous ses damages* is placed after *pur quider aver lautre nief*, cf. p. 82, n. 4; *chescun* is accompanied by *mariner* and comes before y *poet mettre le peysant de son mareage* instead of being used alone and coming after, cf. p. 86, n. 14.

BODLEIAN MS. 462 (B.) is the most important MS. of this group. It is closely related to β , and has generally been looked upon as the most reliable of the MSS. still extant. But as we have seen above, its value has been somewhat overrated, the text of the original being on the whole more faithfully preserved in α , and especially in the Oak Book of Southampton. Moreover, the Bodleian MS. breaks off before the end of Art. 22 (23 in Southampton text), and in addition to Arts. 22 and 24, and the last line of 23, it also omits the following words: in Art. 1, *homme* after *lem fait un*, cf. p. 54, n. 4; also *ou a la Rochele* after *Burdeux*, cf. p. 54, n. 11; in Art. 2, *et demoert* after *vn hauene*, cf. p. 56, n. 2; in Art. 12, *et le mestre sil demente* *ascun de ses mariners il doit paier viij.d.*, cf. p. 74, n. 10; in Art. 23, *et sa messon* before *par defect de marchaunt*, cf. p. 96, n. 1.

There are but few additions, e.g., *lequel le mestre doit francher* after *vn tonel fraunk*, cf. p. 68, n. 8; *pas* after *ne doyt*, cf. p. 70, n. 8; *le* after *et sil le fiert*, cf. p. 76, n. 3.

Variations are somewhat more numerous: *le plus loyalment* instead of *a plus loialment*, cf. p. 58, n. 17; *plus que cest* instead

of *plus que celui*, cf. p. 62, n. 13; *se avient* instead of *il avient*, cf. p. 63, n. 21; *purchacer un hostel* instead of *querer un hostel*, cf. p. 64, n. 1; *sil morust* instead of *sil moert*, cf. p. 65, n. 16; *leur darres* instead of *les darrez*, cf. p. 69, n. 19; *en sauverte* instead of *a sauverte*, cf. p. 70, n. 13; *pur restorer* instead of *a restorer*, cf. p. 71, n. 23; *sil ait de quoy* instead of *sil ad de quey*, cf. p. 80, n. 9—there is a tendency throughout the MS. to use the subjunctive after *se* (*si*); *compaignons* instead of *mariners*, cf. p. 82, n. 1; *sils la voillent* instead of *sils la tollent*, cf. p. 84, n. 1; *ou le vin est* instead of *ou le vin creist*, cf. p. 85, n. 15; *fretter par* instead of *fretter en*, cf. p. 86, n. 6; *ils sont tenuz* instead of *ils serrount tenuz*, cf. p. 92, n. 6.

The order of the words has been altered: *le mestre et ses mariners sont tenuz a les amendre* instead of *le mestre est tenuz al amender lui et ces* (= *ses*) *maryners*, cf. p. 71, n. 20; *le mestre le doit querrer a eux* instead of *lour deit lour mestre querer*, cf. p. 85, n. 17.

¶78. GROUP β_1 differs but very slightly from β , described above. It should, however, be noticed that whereas MSS. of *a* commence with the declaration: *Coe est la chartre Doylyroun* or *Ceo est la copie de la chartre Doleroun* (H., M.), and B. is headed *Cest la copie des roulles ou chartre d'Olyroon*, MSS. of β_1 discard the word *chartre* and describe these laws as a copy of the *Roules de Oleron* (Br.: *Dit es de coppie van den Rollen van Oleron*), cf. p. 54, n. 1. A., it is true, uses the title *Les Costumes d'Oleron*, but L., which is closely connected with A., has *Asso es la copia deus rolles de Leron*. Twiss has conclusively shown that the title "Chartre" must be considered as the older of the two.¹ A striking variation is also found in Art. 8: instead of *le mestre est tenuz dire as marchaunz* (R.: *le maistre doit dire*, C.: *el maestre es tenuto de decir a los mercaderes*), which is the reading of *a* and of B., MSS. of β_1 all have *ils les* (A.: *la*) *deyvent mustrev as marchaunz* (Br.: *zii ziint sculdich to toghene* (= to show) *den coopliden*), cf. p. 66, n. 7.

GROUP β_2 includes MSS. P., I., S., N., V., and group γ the Gascon MSS. All these omit *font chartre partie* in Art. 13, cf. p. 76, n. 10; add *de ses mariners* after *sil demente nul* (or *aucun*), cf. p. 74, n. 10; invert the order of *compaygnoun* and *mestre* in Art. 21, cf. p. 93, n. 9; and contain the following variations: *ains perdront* instead of *ains perdent* (O.: *perdont*),

¹ Cf. Twiss, Vol. III, p. xiii.

cf. p. 58, n. 7 ; *il ne puet pas tant est malade estre en la nef* instead of *il ne poet pas taunz estre malades en la nef* (reading of H., M., and B. ; Br. : *zie ne moghen van zieheden niet int scip bliven*), cf. p. 63, n. 23 ; *est(e)ant* instead of *(h)astant*, cf. p. 80, n. 11.

¶79. GROUP β_3 . The common characteristics of the MSS. of this group are : omission of *se* before *poet aler* (*se* is found in B, γ , and α , except in O.), cf. p. 78, n. 16 ; addition of *leur* between *qil* and *couient coper* (but B. also has *leur*), cf. p. 69, n. 17 ; also of *bien* between *poet* and *retener*, cf. p. 88, n. 6 ; finally, a few variations, e.g., *tempeste* instead of *temps*, cf. p. 69, n. 16 ; *coste* instead of *costere*, cf. p. 77, n. 14 ; *celi* instead of *lui* (but B. also has *celi*), cf. p. 80, n. 5 ; *alongnier* instead of *esloigner*, cf. p. 83, n. 16 ; *sils viennent* (P. : *sil viengent et chargent*) instead of *sils chargent* (reading of B., γ , and ϵ), cf. p. 90, n. 10.

GROUP β_4 is very distinct from all the others, because to the original twenty-four Articles of the Rolls, have been added ten other Articles peculiar to these English MSS. That in itself would be sufficient to prove a close relationship between them, even if the similarity of the texts was not apparent in almost every line.

These MSS., which appear to have been compiled specially for the use of the English Admiralty, have the following omissions : in Art. 7, instead of *le mestre le doyt mettre hors et lui querer un hostel et lui bailler cresset ou chaundelet et bailler un des valetz de la nieff pur lui garder*, they simply have *le maistre doit ordonner ung varlet pour le garder*, cf. p. 64, n. 1 ; they also omit *le mestre est tenuz a les amender car si le tonel se piert par faute de ginde ou de cordage*, cf. p. 71, n. 17 ; also *ils en deyvent estre quytes et deliveres et sils ne voelent mye jurer*, cf. p. 74, n. 1 ; also *tiele franchise come les mariners auront doit estre as marchantz* (the same omission occurs in α , probably a mere coincidence), cf. p. 88, n. 2 ; also, in Art. 21, *ils en deyuent auer solom coe qils purront manger a j manger*, cf. p. 92, n. 3.

Additions are fairly numerous : *as seigneurs dicelle* before *sil ad de quoy*, cf. p. 56, n. 17 ; *mye de nulle malice* before *mes pur sauver*, cf. p. 67, n. 17 ; *a sa descharge* after *vient a sauete*, cf. p. 72, n. 11 ; *autrement les doivent rendre tout au long* after *as marchaunz lour damages*, cf. p. 74, n. 1 ; *dedens* after *enfondrez dascunes*, cf. p. 81, n. 16 ; *qil auroit tout le damage amende* before *une vieille nief se mist voluntiers*, cf. p. 82, n. 4 ; *pour leur defaute* after *ne soit pas demorraunt*, cf. p. 86, n. 7.

Variations peculiar to these MSS. are very numerous. The chief are : *ce qils aueront saluez* instead of *ce qils saueront*, cf. p. 57, n. 27 ; *hors et choisir* instead of *hors et lower*, cf. p. 62, n. 11 ; *endemente* (V. : *endament*) instead of *endamage* (reading of β), cf. p. 74, n. 7 ; *silz la taillent* (N. : *faillent*) instead of *sils la tollent*, cf. p. 84, n. 1 ; *esquisine* instead of *quisine*, cf. p. 84, n. 8 ; *sera arrivee* (also K., E.) instead of *sera venuz* (reading of β), cf. p. 85, n. 14 ; *lowez et atermine lieu* instead of *lowe a termine lieu*, cf. p. 90, n. 9 ; *jesques al port a sauwetee ou ele sera descharge* instead of *jesques a la fourme*, cf. p. 98, n. 3.

¶80. GROUP γ includes two MSS. of the fifteenth century, written in Gascon dialects. L. as a rule gives a more trustworthy text than A., but unfortunately it contains only nineteen articles, omitting, as it does, Arts. 7, 8, 9, 10, and 15. But neither L. nor A. has preserved the original version with an accuracy that will bear comparison with MSS. α or with B. A glance at A. will persuade the reader that γ was not a copy of a Gascon original, but most probably a translation from another language, presumably Anglo-Norman, with which the scribe was not very conversant ; hence the numerous blunders which mar almost every page of this version. It will be sufficient for our purpose to give a few illustrations : *Ung mestre est en ung faune* (L. : *una ayqua*) instead of *une nief est en un havene*, cf. p. 56, n. 1 ; *il est temps* (L. : *tengut*) *darendre* instead of *il est tenuz de rendre*, cf. p. 56, n. 14 ; *deus vins et de las autras marchandisas arreyres* (L. : correctly has *deneyradas*) instead of *des vyny et des autres darrez*, cf. p. 59, n. 27 ; *las deven men avoir* instead of *les deuient bien auer*, cf. Art. 4, p. 58 ; *mariners sen vont* (L. : *se loguen*) *a lur mestre et il y a aucun deus qui sen yssent . . . et sen allerent* (L. : *s'enivran*) instead of *mariners se lowent a lour mestre et y a ascuns de eux s'en issent . . . et s'enyverent*, cf. p. 62, n. 4 ; *et furent contenus* (L. : *faran contenta*) instead of *fount conteks*, cf. p. 62, n. 5. All these are found in the first six articles, and blunders quite as serious and numerous occur throughout these versions. But the illustrations given above will suffice to show that these texts are far inferior to the MSS. of α or to MS. B., and that L. is less corrupt than A. Moreover, the spellings *mariner* (Art. 6), *mestre* (Art. 3), *fere* (Art. 3), *e leuer* (L. : *e logar*) (Art. 6), *seege* (Art. 9), etc., seem to point to an Anglo-Norman original.

The chief omissions are : *sil ne plect au mestre et sil voet auer viaundes plus delieuses*, cf. p. 64, n. 8 ; *mes si cordes rounpunt*

sauntz coe qils les ount monstreez a marchaunz ils serrount tenuz a rendre tut le damage, cf. p. 72, n. 1.

¶81. GROUP ϵ . All the Flemish and German versions came probably from one common source ϵ , an Anglo-Norman text of the group β . Such at least is the conclusion one must form in comparing the three MSS., Br., G., and F., which Twiss assures us are the most reliable of this group. The similarity between these versions and the other MSS. of group β is very striking indeed, and Br. especially has given a remarkably accurate rendering of the original. In a few instances, it is true, the translator was baffled or misled by his model, but not infrequently he has adopted the commendable practice of using the French word in cases where he could not supply a true equivalent from his native idiom. Instances are: in Art. 4, *in groten debaten*=*en grant debat*, cf. p. 59, n. 29; also *in enigher manieren* (G.: *by eniger maneren*)=*par ascune manere*, cf. end of Art. 4, p. 60; in Art. 5, *es ghearrivert*=*et arrive*, cf. p. 60; in Art. 6, *maken content of twist*=*fount conteks*, cf. p. 62, n. 5; also *no ghene provance te ghevene*=*ne a les pourveyer de rien*, cf. p. 62, n. 9; in Art. 7, *van zulker spisen als ment int scip useirt*=*de tiele viaunde come len vse en la nief*, cf. p. 64; in Art. 8, *het ghevalt dat hem torment up comd*=*et avient qe torment la prent*, cf. p. 66, n. 3; also *bi aventuren*=*par aventure*, cf. p. 66; also *wart ghepriist ten fuere* (G.: *werden geprisiet*)=*deivent estre aprisez* (a: *aprisagez*) *au foer*, cf. p. 68, n. 2; also *in restore van der scaden*=*pur restorer le damage*, cf. p. 68, n. 6; in Art. 9, *ghelden zonder delay*=*paier saunz nul delay*, cf. p. 70; in Art. 10, *tvat jof pipe*=*tonel ou pipe*, cf. p. 71, n. 18; also *bi fauten*=*par faute*, cf. p. 71, n. 19; also *tremanant*=*le remanant*, cf. p. 71, n. 24; in Art. 11, *fustaill(i)e* (G.: *fustalle*), cf. p. 72, n. 9; also *die meester esser of sculdich los ende quite te sine* (G.: *de meister schal dar quid af wesen*)=*ils en deivent estre quites et deliueres*, cf. end of p. 72; also *wel end certeinlike*=*bien et certainement*, cf. p. 74; in Art. 13, *maken charter partie* (G.: *to ere partie*) *tonage* (= *touage*) *ledmanage*=*fount chartre partie towage petitiz lodmanage* (B.), cf. p. 76, ns. 10-12; etc. French words are equally numerous in the remaining articles, and the spelling of them is often distinctly Anglo-Norman. Even if it can be proved that many of these expressions were probably in general use in Flanders, especially among the seafaring population, it does not in any way weaken the evidence that Br. was a very close translation of an Anglo-Norman text.

On the other hand, it is true that many of these French words

have been omitted or translated, sometimes not very successfully, in G. and F.; but that makes it none the less probable that all three MSS. have sprung from one source only. They have, indeed, much in common: in Art. 1, Br., G., and F. add *Sluus* (or *Slues*) before *Bordeus*, cf. p. 54, n. 10; whilst on other occasions *Bordeaux* is omitted altogether, and *Sluus* used alone, e.g., in Art. 4, cf. p. 59, n. 21; in Art. 8, cf. p. 66, n. 2; in Art. 11, cf. p. 72, n. 3. All three MSS. mis-translate *le mestre est tenuz a engager*, *hi es hem sculdich haven dienst*, taking *a engager* to mean "to pay gages," i.e., wages, p. 57, n. 27; *le mariner le doit paier si le mestre troeue rien de soen* is rendered as follows, Br.: *zii zullen betalen moeten ende up rechten den meester dat hi hem gheleent heift* = they shall pay it, and compensate the master for what he has lent them, G.: *se scholent betalen vnde deme meister wedder geven wad se entfangen hebben*, F. has practically the same as G., cf. p. 62, n. 14, and p. 63, n. 15; also in Art. 7, *cresset ou chaundele* becomes Br.: *keerslicht bi te ziene*, G.: *kerssen bi to seynde*, F.: *kaerslicht bi te siene* = candlelight to see by, cf. p. 64, n. 1; also in Art. 11, *ne affient pas le mestre et les mariners lour boucles* becomes Br.: *ende die meester no zine scipmanne en verzekeeren niet die sloten van der fustaille* (G.: *vnde de meister eft sine schiplude ene vorsekeren nicht ere fustalle noch ere slote*; F. agrees with G.) = and the master and his crew do not secure the hatches of (or) the casks, cf. p. 72, n. 7; also, in Art. 12, *come de poyn ou de palme* becomes Br.: *metter palme iof metter vuust*, G.: *mit der hant efte mit der vust*, F. agrees with G.; in all other MSS. (except C.) "fist" (*poyn*) precedes "palm," cf. p. 76, n. 2; also, in Art. 17, *qe ne pargent au plain* becomes Br.: *dat zii ghene scade nemen*, G.: *dat id nicht en feyle* (F. agrees with G.) = that they may take no harm, cf. p. 84, n. 6; also, in Art. 18, *une nief arrive a sa charge* becomes Br.: *het ghevalt dat een scip ghearrivert es te zienre rechter ontlastinghe*, G.: *id gevalt dat eyn schip gekomen is to siner rechten entlasinge* (F.: *tot siinre rechter ondlaet stede*) = it happens that a ship has arrived at its right discharge, cf. p. 86, n. 1.

MSS. Br., G., and F. also omit *et leue sa veulle* in Art. 11, cf. p. 72, n. 4; *de leyns* after *la fustail*, cf. p. 72, n. 9, also p. 72, n. 12 (β had *de leyns* in both cases, α only in the first); *au choys du mariner* at the end of Art. 12, cf. p. 76, n. 7.

A more careful comparison would bring out still more clearly the very close resemblance that these MSS. bear to one another. On the other hand, the discrepancies are not numerous, and simply show that G. and F., which are singularly alike, have

not followed their model as closely as Br. Thus they omit: *La Rochele* at the beginning of Art. 13, cf. p. 76, n. 8; *et si asseche* (Br.: *ende pleghet droghe te zine*) at the beginning of Art. 16, cf. p. 83, n. 10; *et sa mession* (Br.: *ende ziin huus*) in Art. 23, cf. p. 96, n. 1. Instead of *la nef sera venuz* (B.) (Br.: *tscip commen zal ziin* = the ship shall have come) G. and F. have *dat schip kumft* = the ship comes, cf. p. 85, n. 14; instead of *ceux qi vount a marreage la deyuent syvre mes ceux qi vount* (B) *a dyners le mestre est tenuz a lour crestre lour lowers vewe par vewe et cors par cors* (Br.: *de ghuene die varen up de bevrechtinghe moeten mede volghen maer de ghuene die varen omme ghelt de meester es hemlieden sculdich hare huere te beteren wille he of ne wille, lechame over lechame*¹), G. has *men de gennen de nicht gehuret sint vmme gelt de meister mot en ere hure vorbeteren islikem na sinem gelike* (omitting to translate *ceux qi vount a marreage la deyuent syvre*, placing a negative before *gehuret*, substituting "hired" (*gehuret*) for "go" (*varen*), and mistaking *vewe par vewe*, or *veue par veue*, for *veu par veu* = wish by wish, perhaps like the French *gré à gré*); F. agrees with G., except that the omission is shorter, *la deyuent syvre* being translated, cf. p. 90, ns. 4-8. In all the above cases Br. has undoubtedly followed the French original more closely than G. and F. have done. In one or two cases, however, G. and F. have given a more faithful rendering of the original, e.g., at the end of Art. 3 Br. omits *sil ad de quoy*, which G. and F. render *unde heft he also vele*, cf. p. 58; *si les mariners se puissent resonablement defendre en meer* is translated by Br.: *bi also dat ziit niet bescudden moghen van der zee* = if it be that they cannot rescue it from the sea; G. and F. render more literally: *unde mochten eme redeliken bedragen in see* = should they conduct themselves reasonably at sea, cf. p. 87, n. 17.

¶82. GROUP *y* includes: (1) δ , the Castilian version of A.D. 1266, now preserved only in the Spanish translation, C. (2) η , the original of the Breton and Norman texts, witnessed at Oleron in the same year.

It is, however, a matter of extreme difficulty to establish a comparison between the MSS. of Group *y*, for the two reasons which have already been stated, namely, that the early Castilian text, δ , which would have been of the greatest value, not only for the study of this group, but also for the solution of a few difficulties which still cling to the best versions, has un-

¹ For an explanation of the blunder in the last eight words, see p. 90, n. 8.

fortunately been destroyed, and the Spanish translation in which it has been preserved, however faithfully it may have been executed, cannot inspire us with the same confidence as would a genuine text of the thirteenth century. The remaining MSS. of the group present other difficulties. The original text has been very considerably modified and enlarged. Not only have new articles been added to the original twenty-four (or twenty-five), but interpolations and corruptions have sometimes distorted the text beyond recognition. None of these versions go back further than the end of the fifteenth century, and for the restoration of the original they are practically of no value.

The MSS. of this group are connected by the following divergences: in Art. 1 they have *mariniers* (C.: *marineros*) instead of *compaynons*, cf. p. 55, n. 21; in Art. 2, *le maistre est tenu* (C.: *el maestre es tenuto*) instead of *le mestre se doit*, cf. p. 56, n. 12; in Art. 3 they omit *lur bailler*, cf. p. 58, n. 5; in Art. 6 they omit *si le mestre troeue rien de soen* (C., however, adds: *si han de qué*), cf. p. 63, n. 15; in Art. 7, instead of *cresset* they have *lumiere comme gresse* (C.: *grassa ardiente*), cf. p. 64, n. 1; in Art. 9, instead of *le mestre ne doyt departir ayns en doyt aver son fret de ceux vyns come des aultres darrez qe sount sauuez* they have *le maistre ny doit mye partir ains doit avoir son fret ainsi comme tonneaux fussent plains* (C.: *el maestre non debe pagar nada ante debe de haver de todo su freyte asi como de los otros toneles que son*), cf. p. 70, n. 11; in Art. 11, instead of *qe lour fustaille ad lour vins perdus* they have *que par la futaille est perdu leur vin* (C.: *que por la fusta perdieron sus vinos*), cf. p. 72, n. 12; in Art. 12, instead of *endamage* they have *desmente* (C.: *desmentiere*), cf. p. 74, n. 7; also, instead of *il se doit defendre* they have *il se peut deffendre* (R.: *ledict compaignon se peult deffendre*; C.: *el marinero se puede bien defender*), cf. p. 76, n. 4; in Art. 13, instead of *une nef frette a Burdeux la Rochele ou aillours* they have *une nef se frette a Bordeaulx ou en aultre lieu* (C.: *una nao es afreytada en Burdel ó en otra tierra qualquier*¹), cf. p. 76, n. 8; also, instead of *a sa charge* they have *a sa droicte descharge* (C.: *á su derecha descarga*), cf. p. 76, n. 9; in Art. 15, instead of *une aultre nieff vient et fiert la nieff qest en sa pees* they have *une autre nef vient de hors de la mer et ne se gouverne mye bien et se fiert a la nief qui est en sa voye* (C.: *è otra nao viene de la mar en fuera è non gobierna bien è fiere sopra la otra nao que che está en paz*), cf. p. 80, n. 13; also, instead of *ele se*

¹ Note, however, that *La Rochelle* is also omitted in the Southampton MS. as well as in A., G., and F.

mette volunters hors de la voie they have *elle se tire voluntiers hors de la voye* (C. : *el qual tirará de la via de grado*), cf. p. 82, n. 7 ; in Art. 16, instead of *et si assecche lun des niefs est trop pres del aultre* they have *et si asseiche l'ancre dune desdictes nefz* (C. : *que se acertó una nao estar cerca de las áncoras de la otra nao*), cf. p. 83, n. 10 ; also, instead of *et sils la tollent* they have *et si les aultres deffendent* (C. : *è si los otros marineros les difienden*), cf. p. 84, n. 1 ; also, instead of *balyngnes* (or *boye*) they have *orin ou bouee* (C. : *coringas è bolias*), cf. p. 84, n. 4 ; in Art. 18, instead of *si les maryners se puissent defendre resonablement en mer* they have *pourquoy les mariniers se puissent deffendre en la mer* (C. : *porque los marineros non se podian defender de la mar*), cf. p. 87, n. 17 ; in Art. 23, instead of *un terme a charger a bone volunte deux* (or *a louement deux*) they have *un certain terme loyaulment* (K. : *abonnement*) *dedans quant le marchant doit charger la nef a estre preste a sen aller* (C. : *è á un plazo cierto á que deve ser cargado è puesto para facer su viage*), cf. p. 94, n. 12 ; also, instead of *de xv jours ou de plus* they have *de huict jours ou de quinze ou de plus* (C. : *10 ó 15 dias è mas*), cf. p. 94, n. 13.

Moreover, the MSS. of this group generally contain an additional article concerning careless pilots, which is wanting in most of the other groups. Note, however, that a regulation to the same effect is found in the Southampton MS. (Art. 25), and in the *Black Book of the Admiralty* (Arts. 33, 34), though the English versions differ materially from those of C. and η .¹

¶83. GROUP η comprises all the Breton and Norman MSS. They differ from the texts examined so far, not only because new articles have generally been added to the original twenty-four (or twenty-five), but also because these have been considerably enlarged. Through these additions and interpolations all these texts bear an unmistakable family likeness. A few instances will suffice to make this clear : in Art. 1, instead of *sil ad mestier de despense* they have *sil a mestier dargent pour les despens de la nef*, cf. p. 55, n. 16 ; in Art. 2, instead of *le temps nest pas bon* (C. : *este tiempo non es bueno*) they have *cest temps n'est pas bon car il est nouveau venu et le devons laisser asseoir*, cf. p. 56, n. 9 ; in Art. 3, instead of *le mestre est tenuz a engager sil ne ad deniers de ce qils sauerent pur le remeyner en lur terres* (C. : *el maestre est tenuto de empenar desto ques salvare è si non tiene dineros deven contribuir á los dichos marineros con que vayan á sus tierras*)

¹ Cf. p. 99, n. 12.

they have *le maistre est tenu de leur bailler leur coustz raisonnablement a venir en leur terre et sil ont tant saulve par quoy le maistre le puisse faire lors ledict maistre peut bien engager des choses qui seront saulvees a aucun preudhome pour les avoir*, cf. p. 57, n. 27; at the end of Art. 4 they add a very long passage, *et doit le fret desdictes denrees . . . faicte guerdonner*, in all 108 words, cf. p. 60, n. 8; at the end of Art. 5 they expand the last sentence into *ilz peuvent bien yssir sans le congie du maistre . . . silz ont parquoy*, forty-one words instead of twelve, cf. p. 61, n. 17; in Art. 8, instead of *et en serra le mestre cru par son serment* they have *et peuvent bien les marchants charger le meistre par son serment qui en sera cru*, cf. p. 68, n. 15; in Art. 9, instead of *et deyuent partir les marchaunz et paier saunz nul delay avant que lour darrez* they have *et quant Dieu donne que la nef est venue a sa droicte descharge a saulvete les marchans doivent paier leurs advenans sans delay ou vendre gaiger dargent tout avant que les denrees*, cf. p. 70, ns. 3-4. In all these instances, and a great many more could be adduced, C. agrees with the best English MSS. of α , whilst the additions, with slight verbal alterations, occur in all the MSS. K., Q., R., and E.

It would be to little purpose to ascertain accurately the relative positions of the MS. of this group. However, even a rapid perusal will show that they fall into two groups, viz., η_1 , the Breton texts (rather more reliable, especially K), and η_2 , the Norman texts, from which the editions of Garcie and Cleirac were mainly derived.

XIV. THE LANGUAGE OF THE ORIGINAL ROLLS OF OLERON.

¶84. The foregoing comparison of the MSS. of the Rolls of Oleron has shown that the most reliable version of these ancient sea-laws has been preserved in the MSS. of group α , particularly in the Oak Book of Southampton. But although there is every reason to believe that the Southampton text was copied from a MS. of the reign of Edward I, it is difficult to estimate to what extent the language was modified by the scribe. It is infinitely more difficult to ascertain the language of a still older MS. such as x . By means of the MSS. of groups α and β we can indeed reconstruct the text of x with tolerable accuracy, but it is almost impossible to identify the particular dialect in which it was

written. The text in its present form has passed through so many hands, each copyist endeavouring to substitute his spelling for that of the model, that it is only from a few blunders here and there, and from one or two expressions which have baffled the scribe, that the philologist can gather a little information concerning the language in which the document was originally written.

¶85. THE EARLIEST ANGLO-NORMAN VERSION. It seems, however, highly probable that α was an Anglo-Norman or Anglo-French text, introduced into England about the time of King John or, at the latest, in the reign of Henry III. It contained already a corrupt version of Art. 13 (see above, ¶73), and a certain number of terms which were not properly understood by the scribe. These errors imply distinctly that the scribe of α was not writing in the same dialect as that of the original, and that he was apparently unacquainted with certain expressions and words peculiar to Southern France, and even with the geography of that country, seeing that he utterly failed to identify the well-known *Isle de Batz en Leon*; and read instead *les debatz ou seon*, cf. p. 79, ns. 17, 18. If this be so, it would be difficult to imagine that he wrote in any other idiom than the French, which was then in common use in England. Indeed, he made one or two minor alterations in the text which are just those one would expect from an Anglo-Norman scribe. In Art. 7 he has added *demeine* or *demeigne* to the expression *sil ne soit a ses despences*, cf. p. 65, n. 20, which—as an adjective meaning “own,” “proper”—is almost peculiar to A.F., and is especially common in A.F. texts of the thirteenth century.¹ In Art. 18 it seems extremely probable that the original had *lor rynes et lor loier* (or *logier*), but the scribe of α altered *loier* into *leier* (or *leire*, or *leyre*) because he was accustomed to forms such as *loer*, or *louer*, or even *lower*, for this word, and was in the habit of writing *ei* for continental French *oi* (it will be remembered that it is one of the peculiarities of the Anglo-Norman (or A.F.) dialect to substitute at a very early date *er* for *ier* and to preserve *ei*, which in continental French grew into *oi*)². That in this case the original had *loier* or *logier* seems evident from the fact that K. has *luier*, which is a parallel form of *loier*, and the Spanish translator has rendered the word by *logar* or *lugar*, cf. p. 87, n. 20.

¹ A few instances of the use of this adjective will be found in the note referred to, above.

² See Appendix : Notes on the Dialect, Phonology, § 31.

¶86. THE ORIGINAL VERSION. If there is a strong probability that x was written in Anglo-Norman, it does not by any means follow that the MS. utilised by the scribe of x was also in the same language. Whether the theory of Sir Travers Twiss, or that of M. Pardessus, or indeed that of Herr Kiesselbach, be accepted, regarding the origin of these laws,¹ there is every likelihood that they were first reduced into writing in the Island of Oleron. Whether this was done at the request of King Richard I or not, the clerk must have been a native or, at least, one well acquainted with the customs and language of the island. That he wrote down these rules of the sea in the dialect of Oleron seems therefore most natural, especially as the document was drawn up in the first instance for the special benefit of the mariners and merchants of Gascony. It is not likely that Richard I, who spent much of his time in that province and had a keen appreciation of Provençal poetry, being himself no mean exponent of it, would desire the document to be drawn up in Anglo-Norman. When, however, these rules became widely adopted by English traders and mariners (perhaps in the time of John), an Anglo-Norman translation, x , of the original kept at Oleron, was probably made for the benefit of the English Admiralty, and copies of it circulated in the chief ports of England. This would explain the appearance of these rules in London, Bristol, and Southampton.

Even apart from these considerations, there are certain passages and expressions which were misunderstood by the scribe of x , and which point unmistakably to a Southern French origin. For instance, in Art. 4, the confusion between *deniers* and *darrez* is probably due to the fact that the original had some form like *deneivrees* (*deneiradas*), which could easily be read *deniers*, cf. p. 59, n. 31. It seems highly probable, also, that in Art. 7 the original had *et nien plus* (which has been preserved in the Oak Book, and which survives also in an expanded form, *et nyement plus*, in some of the continental versions). This expression was not current in Northern French, and was accordingly altered to *et rien plus*—a scribe of the time of Richard I would, at least, have written *ne rien plus*, cf. p. 64, n. 7. To the same cause can probably be ascribed the spelling *saunete* (also *sauncte*) found in some MSS. of *a* instead of *saunte* or *sante*, the Southern French form being *sanete*, cf. p. 64, n. 6. In Art. 9, Sir Travers Twiss has already remarked that *corison*, found in all the oldest

¹ See above, ¶¶ 61-63.

MSS., was probably of Gascon origin, from *corir*, "to run," and of equivalent import to the Norman *coulaison* or *coullaison*, cf. p. 71, n. 28; also Twiss, Vol. I, p. 101, n. 2. More interesting still is the expression *et leue sa veyle* in Art. 11, which has proved a stumbling block to scribes and translators from the earliest times. The context clearly shows that it cannot mean "and hoists her sail"; it is much more likely that the original had *loe* (possibly *luee*)="lets," instead of *leve*="hoists," and some Gascon or Southern form *veje* (cf. Italian *veggia* connected with *vejes*, *vehes*, Diez, Art. *veggia*), meaning "cask," instead of *veile*="sail." The word may even have been spelt *veille* in the original, and thus rendered the confusion much more easy, cf. p. 73, n. 20. A few lines below, the word *boucles*, which in its usual acceptation is unintelligible in this place, is probably nothing else but a Southern French form *bocle* or *bocla*, which could mean "something bulging," hence perhaps "ends of ropes put under casks"—which apparently is the meaning of the Spanish *cantel* (or *canteles*) found in C.—cf. p. 73, n. 21. In the same article it is highly probable that *escloures* (or *eslores*, *eloures*, *ellores*, etc.) was a technical term peculiar to Gascony, as in Northern French *escloure* appears to have been used only as a verb, cf. p. 75, n. 14. In Art. 13, Twiss pointed out that *petit lomant* was an expression peculiar to Oleron, the definition of it being found in the Coutume of the Commune of Oleron, Ch. LXXXVIII (published by Twiss, Vol. II, pp. 254-397). In Art. 16, the original undoubtedly had *et sil la tollent* (or *toillent*), but in Northern French this could only mean "take," "steal," hence the difficulty of the Anglo-Norman scribes to understand the passage, and their emendations *voillent*, *faillent*, *taillent*, etc. In Southern French, however, the verb *tolre* could mean also to "hinder," "turn away," "cease" (cf. Rayn., Art. *tolre*; also Italian *togliere*), which alone suits the text, and was also the interpretation placed on this passage by the Spanish and the Flemish versions and the French MSS. of group η , cf. p. 85, n. 19. In Art. 21, Twiss is of opinion that the original had the expression *las obras de la nau*="the workings and earnings of a ship," which regularly became *les oeuvres* (or *uevres*) *de la nef* in MS. α , and has been preserved in group β . But the expression was peculiar to Southern French and not properly understood by some of the Anglo-Norman and Northern French scribes, hence *houres*, *hures* in MSS. α , *lerre* and *terre* in some of the MSS. of η , cf. p. 93, n. 13. Finally, Art. 23 contains a further proof of the Southern French origin of the Rolls: the best MSS.

have preserved the word *mession* (which belongs to Southern France and which undoubtedly appeared in the original), probably without clearly understanding its meaning, otherwise they would have used the Northern French equivalent, *mission* (cf. Godef., Art. *mission*; Levy, Art. *mesion*), and the Flemish translator of Br. would not have been tempted to render the word by "house" or the scribes of the Northern French texts (group *η*) to make similar blunders, cf. p. 97, n. 14.

A more minute study of the MSS. would doubtless reveal still further traces of Southern French forms, but the evidence we have been able to produce is already considerable—especially if one remembers that the text of the Rolls is comparatively short, and that Oleron is just on the border line of Northern and Southern France—and ought to suffice to establish definitely that the first version of these rules of the sea was made in Southern France (viz., in the Island of Oleron), and in a Southern French (Gascon) dialect.

On the other hand it must be clearly borne in mind that the original and its immediate copies have been lost, probably beyond all recovery, and that among the extant texts, those preserved in England are by far the most reliable—not to say the only trustworthy—record of the primitive form of the Rolls of Oleron. Any attempt at reconstructing the text of the original, must therefore be based on the English MSS., especially those of group *a*. This, I hope, will afford adequate justification for the publication of the text of the Oak Book of Southampton (the best MS. of group *a*), although so many versions of the Rolls of Oleron have already appeared in print.

XV. SUMMARY OF THE CONTENTS OF THE ORIGINAL ROLLS OF OLERON.

As the compiler of the Rolls of Oleron made no attempt at order or system in dealing with his subject, it may not be out of place to give here a synopsis of the subject matter arranged somewhat more systematically.

¶87. MASTER AND MARINERS. The most important section of the Rolls deals with the privileges and obligations of master and mariners. As Twiss rightly remarked, "the cardinal point of distinction between the ancient and modern systems of maritime law is that the mariner under the modern system is a

free man. The slave no longer figures as a chattel which may be thrown overboard to lighten the ship. The crew are free men."¹ The master, once appointed by the shipowners (?) (Art. 1), engaged the mariners by some definite contract, *i.e.*, (1) by allotting to them a share of the freight, or (2) by allowing them to freight their venture (or *mareage*), that is, to embark on their own account a certain quantity of goods, or to sell this privilege to a merchant, or (3) by paying them a fixed amount for the complete journey (Arts. 18, 20).

In case of strife or dispute on board, the master acted as judge, punishing insults as well as blows according to a definite scale (Art. 12). If, however, the master himself was involved, the matter was settled by the "mariners at the table," but the master, though he could be fined, was entitled to disregard their verdict as long as the ship was at sea (Art. 14). If the master struck the mariner, the latter could defend himself at the second blow (Art. 12).

Before starting on his journey, the master had to consult the mariners and take the advice of the majority, if he did not wish to be solely responsible for all damages (Art. 2).² He was likewise to consult them if, under pressure of great need, he had to pledge some of the ship's tackle (Art. 1).

The mariners brought their own cots (Art. 19), but the master found their food, and had to provide them with two cooked meals a day if water only was allowed, or one cooked meal with an allowance of wine; the second alternative being compulsory in regions where wine grew (Art. 17). Mariners on shore were entitled to half rations only of meat, no wine, but a full bread allowance (Art. 21).³

In case of shipwreck, the master was bound to provide the mariners with money for the home journey (Art. 3). Moreover, if the mariners freighted their own venture, they were entitled to a portion of their "*mareage*" free of all contribution to jettison, providing they did their duty during the shipwreck (Art. 8); or if their "*mareage*" was lost at sea, they could claim compensation, even though they carried but water (Art. 18).

¹ Cf. Twiss, Vol. II, p. xlv.

² Kieselbach (p. 10) apparently considered that the reference was not to the mariners but to the shipowners. In the MSS. the term "*compaignouns*" is used, which elsewhere always stands for mariners (cf. Arts. 1, 7, 8, 18), whilst the shipowners are alluded to as "*les seignurs*" (Arts. 1, 3). The scribe of our MS. has removed all doubt by prefixing "*les mariners*" to "*ses compaignouns*."

³ Cf., however, p. 93, n. 11.

If a seaman was hurt or injured in the service of the ship or fell ill on board, the master had to keep him till he recovered, pay his expenses if he had to be taken ashore, and give him his full wages (Arts. 6, 7). But the mariner was entitled to no compensation if he went ashore without leave and was injured in a brawl (Art. 6). In case of wrongful dismissal the mariner could claim full wages of the master at the port of arrival (Art. 14).

On the other hand, mariners were of course bound to complete their journey (Art. 19). They could go ashore without leave of the master, only if the ship was moored with four cables (Art. 5). If the departure of the ship was delayed through their absence, they had to offer compensation (Art. 21). In case of shipwreck, they were to do their utmost to rescue the goods (Art. 3). The mariners were entitled to a share of the hoisting money, but at the same time they, together with the master, had to contribute to make good any damage incurred through their negligence in unloading the ship (Art. 10). Likewise, if the boat was delayed through the fault of the merchants, the demurrage money which the latter had to pay was divided between the master and the mariners in the ratio of three to one (Art. 23). In short, a very distinct attempt was made in these rules of the sea to foster in the crew a sense of responsibility, and to interest them directly in the success of the enterprise.

¶88. MASTER AND MERCHANTS. From several of the articles we gather that the merchants usually travelled with their goods and had to be consulted in the case of jettison, though the latter could take place even against their decision, if the master deemed it necessary (Art. 8). Compensation was made to the merchants for the loss incurred by them, by charging a certain rate on the goods which were saved, the master contributing either for his ship or his own goods (Art. 8).¹ Likewise, the merchants had to be consulted before the master could cut the mast or the cables. But when this had to be done to save the boat or the goods, the merchants were obliged to share in the loss (Art. 9).

In case of shipwreck the master was at liberty either to accept of the merchants the proportion of freight represented

¹ Note, however, that by the royal letter of A.D. 1235, the master contributed for the value of his goods only, the ship being exempted (cf. p. 101, n. 28).

by the amount of the distance he had covered, or to carry out his contract (by repairing his ship or hiring another) and demand the full payment (Art. 4).¹

The master was not responsible for any damage sustained by the cargo at sea, particularly for loss of wine, and unless negligence on his part could be proved, he was entitled to the full freight (Arts. 9, 11). If, however, the goods were damaged on being landed, the master and mariners had to contribute towards making good the loss, and pay all the damage, should they have omitted to show the hoisting tackle to the merchants (Art. 10). Once the boat had been taken to her berth by the pilot, the full responsibility for any damage which might be done to her or to her cargo rested with the master (Art. 24). If a "charter-party" was made between master and merchants, the latter paid for the special coasting pilots (Art. 13). If the departure of the ship was delayed more than fifteen days through the fault of the merchants, the latter were expected to pay demurrage money (Art. 23). On the other hand, the merchants were entitled to compensation if a delay was caused by the master (Art. 22). Finally, if the master in some foreign parts was short of money, he could sell a portion of the cargo to procure provisions to continue the voyage, full compensation being, of course, made afterwards to the merchants (Art. 22).

¶89. MASTER AND SHIPOWNERS. The Rolls of Oleron show clearly that the master did not possess the ship he sailed, and if, as was likely, he had some interest in his craft,² the latter was owned, as a rule, by two or three persons, whom the master had to consult before he could sell the ship (Art. 1), or dispose of any part of the ship's apparel which might be saved in case of shipwreck.

¶90. RELATIONS BETWEEN TWO SHIPS. No provision was made in these Rolls for the case of ships colliding in the open. If, however, the collision took place in a harbour, the damage had to be shared by the two ships in equal proportions (Art. 15). Special precautions were ordered to be taken in shallow havens that dried up at low tide. Floats must be placed to all anchors which were submerged at high water.³ If a boat was

¹ For a different interpretation of this article see p. 61, n. 18.

² Cf. Kieselbach, p. 9.

³ This article has, however, been variously interpreted (see p. 85, n. 30).

in danger of fouling the anchor of another boat, the crew of the first boat could ask that the anchor should be removed, or if the others demurred, could remove it forcibly. If, however, they were prevented by the other crew from doing that, they were entitled to full compensation from the others for any damage they might sustain (Art. 16).

* * *

I regret that in my attempt to deal rather fully with the Rolls of Oleron, this Introduction has run to such great length. But even if some of the above pages try the patience of the most enthusiastic reader, I trust I have, at least, succeeded in showing the importance of the Oak Book as an historical document. My chief object has been to give a faithful and complete account of all that is contained within the oak covers of this venerable witness of bygone ages. If I succeed in winning for this grand relic of Southampton's glorious past the consideration which it deserves, I shall feel amply rewarded for my labour.

Finally, I wish to reiterate my thanks to all who have in various ways assisted me in my task, and whose services I have already acknowledged in the first volume. In addition to them, I wish to express my gratitude also to Mr. R. R. Linthorne, Town Clerk of Southampton, for authorising me to take a photograph of the Oak Book; to Mr. C. W. Moule, Librarian of Corpus Christi College, Cambridge, for permitting Mr. E. H. Wood to make a transcript of a portion of MS. LIX, 26, in the Parker Collection; to the Rev. G. W. Minns for supplying me with some information concerning the Knights Hospitallers at Southampton; and especially to M. Paul Meyer, Directeur de l'Ecole des Chartes, of Paris, for presenting the first volume of my edition to the Académie des Inscriptions et Belles-Lettres, an honour which I deeply appreciate.

P. STUDER.

HARTLEY UNIVERSITY COLLEGE,
SOUTHAMPTON,

July, 1911.

N.B.—Throughout this Edition words or letters in [] have been added by the Editor; those placed in () are in the MS., but redundant, *i.e.*, are not required by the sense of the passage; those followed by [?] are those of which the reading is doubtful in the MS.

The Oak Book
of
Southampton.

CHAPTER V.

[TABLE OF THE CUSTOMS OF SOUTHAMPTON (c. A.D. 1300).]

*Si sount les c^{us}tumes ordines de la vile yssauⁿz p^{ar} mier
et p^{ar} t^{er}re.¹*

F. 20a.	I	<i>La custume de payn venaunt en la vile par charettz² :—</i>			
		De vne charette du payn	-	-	j.d.
		De vne charge du payn	-	-	ob.
		De chescune manere de blee, del quarter	-	-	ob.
	5	De la charge de blee	-	-	ob.
<i>La custume de vyn, Pomadre, Ceruoyz, et Weyde :—</i>					
		De chescun tonel de vin q ^e arryve en le port	-	-	iiij.d.
		Et del issue p ^{ar} le coste Dengleterr ^e	-	-	iiij.d.
		Et de j. tonel frette doutre la miere	-	-	viiij.d.
	10	Et de chescun tonel de vin issaunt p ^{ar} t ^{er} re	-	-	viiij.d.
		Et de chescun tonel de Weyde menee hors de vile	-	-	j.d.
		Et de pipe voide menee hors de ville	-	-	ob.
		Et de j. tonel de Pomadr ^e menee p ^{ar} mier ou p ^{ar} t ^{er} re	-	-	ij.d.
		Et de j. pipe de seruoyse menee p ^{ar} mier ou p ^{ar} t ^{er} re	-	-	j.d.
	15	<i>La custume de Plastre de Parys, et de Chiual vendu ou achatez, et de Bacoun :—</i>			
		De vne charrettez de Plastr ^e de Parys menee p ^{ar} t ^{er} r ^e	-	-	j.d.
		Et de vne mounsel menee p ^{ar} miere	-	-	j.d.
		Et de chescun Chiual achatee ³ et vendu, del achatour et del vendour	-	-	ij.d.
		De chescun Bacoun menee p ^{ar} miere ou p ^{ar} t ^{er} r ^e	-	-	ob.

[ABBREVIATION :—Sm.,=Smirke's version in *Archæol. Journal*, Vol. XVI, pp. 343-348.]¹ In the MS. this heading is written in the margin, in rubrica.² Sm. : charette.³ Sm. : achatee.⁴ "Pomadre," Southern Fr. form, used here for Northern Fr. "pomede," "pomee" (cf. my article in *Mod. Lang. Rev.*, April, 1911). Another A.F. word for cider was "cicer," e.g., "De chescun tonel ou pipe de vin, vinegre, cicer," etc. (cf. *Domesday of Ipswich* (Twiss, Vol. II, p. 184)).⁵ It is quite possible that "weyde" in this case is simply a mistake for "voide" = empty, for

[TRANSLATION.]

*Here are the customs ordained of the Town for [goods] going
out by sea and by land.*

1 *The custom of the bread coming to the town in cart-loads :—*

Of a cart-load of bread	-	-	-	1d.
Of a load of bread	-	-	-	$\frac{1}{2}$ d.
Of every manner of corn, per quarter	-	-	-	$\frac{1}{2}$ d.
5 Of the load of corn	-	-	-	$\frac{1}{2}$ d.

The custom of wine, cider,⁴ beer, and woad :—

Of every tun of wine which arrives in the harbour	4d.
And of the export thereof along the coast of England	4d.
And of a tun freighted from beyond the sea	8d.
10 And of every tun of wine going out by land	8d.
And of every tun of woad (?) ⁵ carried out of town	1d.
And of an empty (?) pipe carried out of town	$\frac{1}{2}$ d.
And of a tun of cider carried by sea or by land	2d.
And of a pipe of beer carried by sea or by land	1d.

15 *The custom of plaster of Paris, of a horse bought or sold,
and of bacon :—*

Of a cart-load of plaster of Paris carried by land	1d.
And of a heap ⁶ carried by sea	1d.
And of every horse bought or sold, [both] from the buyer and the seller	2d.
Of every bacon ⁷ carried by land or by sea	$\frac{1}{2}$ d.

"woad" is fully dealt with in another section of the tariff (Arts. 74-76). At all events, if "weyde" is correct, "voide" in the next line is probably wrong.

⁶ "Mounsel" or "mouncel" is feminine in our text, and should probably be written "mouncele" (cf. "moncele" in Godef.); but Twiss (*Black Book, etc.*, II, p. 188) has a similar expression, "de chescun mouncel de plastre ob," in which the word is masculine. The *New Engl. Dict.* only gives "mouncel" in the sense of "assemblage" (of animals), a division of a herd.

⁷ "Bacoun," also called "bacun enter," generally denoted the entire hog. In the *Domesday of Ipswich* (Twiss, Vol. II, p. 194) a halfpenny, as here, was charged on the export of a "bacun enter" and a farthing on the export of a ham.

20 *La custume del Sak de leyne et de^s quyrs :—*

F. 20b.	De chescun Sak de leyne ^e Denglet ^{ere} ¹	-	-	iiij.d.
	De chescun Poke de leyne ^e	-	-	ij.d.
	De chescun poke ² q ^e poys outre xxvi. cl.	-	-	iiij.d.
	De Ceint des peaux lanutz	-	-	iiij.d.
25	Del fformage, de poys	-	-	j.d.
	De chescun quyrs, vert ou salee, sek ou tanne	-	-	ob.
	De ventres et des altr ^s pieces des q ^{urs} tannez ³ et			
	del fees de j. hom ^{me}	-	-	q ^a .
30	Et del som ^{me} de vn chiual	-	-	ob.
	De vne bale de filatz Despaigne	-	-	ij.d.
	De vn sak de leyne ^e Despaigne	-	-	j.d.
	De vne Duzan de Cordewane ve ⁿ du en la vile	-	-	j.d.
	De j. Duzan de Bazan ve ⁿ du en la vile	-	-	... ⁴
	De la Bale de Bazan cu ^m ele vient hors de Nef			
	en t ^{er} r ^e	-	-	j.d.

La custume de Meel et Seyme :—

35	De chescun tonel de meel, de Seym de Arang, et			
	de Oyle	-	-	xvi.d.
	De sardeyn Seyme et de oynt de pork	-	-	xvi.d.
	La pipe de chescun de ceaux	-	-	viiij.d.
	Del Cent doyle et de seu	-	-	j.d.
	De chescun Cent de Bordes p ^{ur} ⁵ nef	-	-	iiij.d.
40	Del Cent des Bordes de Estlond	-	-	iiij.d.

¹ Sm. : Dengleterre.² "poke" is written over the line in the MS.³ Sm. : tannes.⁴ Amount erased.⁵ Sm. : pour.

⁶ "Cl" is probably a contraction of 'clove.' The old wool weight made a clove consist of $\frac{1}{4}$ a stone, or 7 lbs.; a wey of 128 lbs.; and a sack of 2 weys. Hence the 'poke' mentioned next after the sack is the old English wey or $\frac{1}{4}$ sack, called also 'pocket' or 'serplier' (Hale, *de Portubus Maris*, p. 153); and if it holds more than 26 cloves (182 lbs.), it is to pay duty like a sack. Perhaps some inference may be drawn from this as to the date of the tariff; for wool weight underwent a reduction, which is referred to in Stat. 25 Edw. III, st. 5, cap. 9, and was perhaps effected by that Act. In the reign of Edward I the sack weighed 28 stone, and the wey or pocket, 14 stone or 28 cloves. In that of Edward III the sack weighed 26 stone, and the wey or $\frac{1}{4}$ sack, 13 stone or 26 cloves. See Hale, *ubi supra*, pp. 152, 153. Hence it is probable that the tariff, as it stands, was framed, or at least adapted to the state of the law, in the preceding reign" (cf. Smirke, p. 344, n. 2). The A.F. forms, "pokete" and "sarpeller," are found in the *Domesday of Ipswich* (Twiss, Vol. II, pp. 188, 190).

⁷ "Poys" means "wey," and is a variant of "peyse," which occurs in the Guild Ordinances, Ord. 71 (see Vol. I, p. 74, n. 34). The expression, "de chescun poys du furmage," occurs in *Liber Albus*, Vol. I, p. 237. According to Rogers, *Hist. of Agricult.* (Vol. I, p. 404), the "wey" of cheese was equal to 2 cwt.

⁸ The usual Med. Lat. form is "flatum" (cf. Du Cange). In the Lat. text below, this word occurs twice, viz., "pro bala . . . coton filaci" (Chap. VI, Art. 52), "pro bala de filatho" (*id.*, Art. 56). The corresponding Fr. word should therefore be "file(t)," instead of which we have "flatz." Scheler thinks that Fr. "flasse," with which our word is undoubtedly connected, is a corruption of "flatum," due to the influence of Germanic forms (O.H.G. "flaha," Engl. "flax"). Cf. Scheler, Art. "flasse."

⁹ "Cordwain" = Spanish leather made originally at Cordova, of goat-skins tanned and dressed, but

20 *The custom of the sack of wool and of leather:—*

	Of every sack of wool from England	-	-	4d.
	Of every poke of wool	-	-	2d.
	Of every poke weighing beyond 26 cloves ⁶	-	-	4d.
	Of a hundred wool fells	-	-	3d.
25	Of cheese, by the wey ⁷	-	-	1d.
	Of every hide, fresh or salt, dried or tanned	-	-	$\frac{1}{2}$ d.
	Of the hide of the belly or other parts of tanned hides, of the load of one man	-	-	$\frac{1}{4}$ d.
	And of the burden of one horse	-	-	$\frac{1}{2}$ d.
	Of one bale of flax ⁸ from Spain	-	-	2d.
30	Of one sack of wool from Spain	-	-	1d.
	Of a dozen [pieces] of cordwain ⁹ sold in the town	-	-	1d.
	Of a dozen [pieces] of basan ¹⁰ sold in the town	-	-	$[\frac{1}{2}d. ?]$ ¹¹
	Of a bale of basan, as it is brought ashore from out of a ship	-	-	1d.

*The custom of honey and of seam*¹² :—

35	Of every tun of honey, of herring seam, or of oil	-	-	1s. 4d.
	Of sardine seam, or of lard	-	-	1s. 4d.
	Of a pipe of any of these ¹³	-	-	8d.
	Of a hundred of oil and of tallow ¹⁴	-	-	1d.
	Of every hundred of boards for ships	-	-	4d.
40	Of a hundred of boards from Eastland ¹⁵	-	-	4d.

afterwards frequently of split horse-hides. It was much used for shoes, etc., by the higher classes during the Middle Ages (cf. *New Engl. Dict.*). The word survives in "cordwainer," Mod. Fr. "cordonnier" = shoemaker.

10 "Basan" denoted calf leather or sheep-skin. It was of a coarser kind than cordwain, and used by the lower classes for shoes and leggings (cf. Du Cange). According to the *New Engl. Dict.*, sheep-skin is the only English meaning, but the earliest quotation is from 1714. The parallel form, "bazene," "bazenne," occurs below (Chap. VI, Art. 29).

11 The actual figure has been erased, but from Chap. VI, Arts. 28, 29, it appears that cordwain was taxed twice as much as basan.

12 Here the forms "seyne" and "seym" alternate, whilst in the Guild Ordinances (Vol. I, p. 77, n. 34) "seym" alone is found. These double forms of Med. Lat. "sagmen" existed also in M.E. (cf. *Cent. Dict.*, "seam") and in Continental French (cf. Godef., "sain," "saine"). The meaning of the word appears to be the same as that of "unctum" in the Latin tariff (Chap. VI, Art. 7), i.e., fat, grease, or fish oil. In this passage I have taken "seym de Arang" and "sardeyn seyme" as compounds. Note, however, that Rogers, *Hist. of Agricult.* (Vol. I, p. 413) renders "sagmen" (another spelling for "seym") by "lard" only.

13 "Ceaux" is simply a North-Eastern form of "cela," "ceus" (ecce illos) (cf. "çaus" in *Huon de Bordeaux*, Constans, p. 49, v. 136; "clax" in *Aucassin et Nic.*, Suchier, 6. 33, *et passim*). The parallel construction occurs below (Chap. VI, Art. 42), "Item pro pipa de eodem."

14 For the explanation of "seu," see my article in the *Mod. Lang. Rev.*, April, 1911; note also that *Liber Albus*, p. 237, has a form "sue" = tallow.

15 From the fourteenth to the fifteenth century "Eastland" was the general term for countries bordering on the Baltic. The word is spelt "Estlaunde" in the *Domesday of Ipswich* (Twiss, Vol. II, p. 192).

41	Del Cent de Drap ^{s1} Dirland	-	-	ij.d.
	Et des veutz drap ^s , de la Duzayn vendu	-	-	j.d.
	Et de chescun drap ^s venau ^{nt} dela la mier ^e	-	-	j.d.
	Et de la piece de drap ^s Denglet ^{er} e entiere	-	-	j.d.
45	Del Cent des ² Bastou ⁿ s p ^{ur} Arks et p ^{ur} Arblastes	-	-	ij.d. ³
	Et de la Duzan de Bastou ⁿ s	-	-	q ^a .
	De chescun pelir ^e ou pelece ⁴ de Conynge	-	-	ob.
	Del Cent des leueretz	-	-	j.d.
F. 21a. 50	Del Cent de Conynges de vj ^{xx}	-	-	j.d. ob.
	De chescun couertur ^e des Conynges	-	-	j.d.... ⁵
	Del Cent des Sabelyns, Mat ^{rin} z, ffeynz, Gopiles, et chatz	-	-	ij.d.
	Del Cent de peaux de Skyreux et Cheu ^{er} oill	-	-	j.d. ob.
55	De la Tymbre de menyuoir	-	-	ij.d.
	Del Cent des peaux des Aygnels Denglet ^{er} e	-	-	j.d. ob.
	Del Cent de Boge pour Chaperouns	-	-	iiij.d.
	Del Cent de Boge pour ffurours	-	-	j.d. ob.
	De chescune piece de Cyre Despaygne	-	-	iiij.d.
	Et de Bale de Cyre Despaigne	-	-	viiij.d.
	Del Chat Dargent vif	-	-	ij.d.

¹ Sm.: drap.

² Sm.: de.

³ "ij.d." has been altered by a later hand to "iiij.d."

⁴ Sm.: ou peletrie [?]

⁵ There is an erasure after "j.d."; Sm.: j.d. q^a.

⁶ "Pelure" = fur, especially as used for the lining or trimming of garments; furred garments collectively. "Pelece," A.F. variant of "pellee" (Mod. "pelisse") = a garment of fur (see *New Engl. Dict.*; also Godef., "peleure"; also my article in *Mod. Lang. Rev.*, April, 1911).

⁷ "Conynge" represents the A.F. "coning," with inorganic *e*, O.F. "conin," "connin," a parallel form to "conil." Both forms are found in M.E. (cf. *New Engl. Dict.*). In the *Domesday of Ipswich* (Twiss, Vol. II, p. 190), "conyns" is used. Late Lat. "conillus" occurs below (Chap. VI, Art. 58). The A.F. forms, "conyn" (p. 466), "conyng" (p. 225), "conynges" (p. 592), "conille" (p. 465), denoting either rabbit, or rabbit-skin, are all found in *Liber Albus*.

⁸ "Rabbit skins by the great hundred of 120. That rabbits are still counted by the great hundred, or 1200 for each thousand, appears from a case before the King's Bench, reported in Barnwall and Adolphus' *Law Reports*, Vol. III" (Smirke (A.D. 1859), p. 345, n. 5). A similar expression occurs again below (Art. 78), "de C. bonches vj^{xx}."

⁹ "Sabelyns" is really the adjective of "sable" or "sabel" (Med. Lat. "sabelum," "sabellum") (Cf. Du Cange, "sabelum").

¹⁰ "Matrinz" (better, "martrin") was also originally adjective, but already O.F. "martrine" was used as a substantive with ellipsis of "peau," skin (cf. *New Engl. Dict.*, marten).

¹¹ "Feynz," like "sabelyns" and "martrin," has dropped a final *e*. See my article in *Mod. Lang. Rev.*, April, 1911.

41	Of a hundred of Irish cloth	-	-	-	2d.
	And of old cloths, for every dozen sold	-	-	-	1d.
	And of every cloth coming from beyond the sea	-	-	-	1d.
	And of a whole piece of English cloth	-	-	-	1d.
45	Of a hundred of sticks for long bows and crossbows	-	-	-	2d.
	And of a dozen of sticks	-	-	-	$\frac{1}{4}$ d.
	Of every pelure or pelisse ⁶ of rabbit ⁷ skins	-	-	-	$\frac{1}{2}$ d.
	Of a hundred of hare skins	-	-	-	1d.
	Of a hundred of rabbit skins of 120 ⁸	-	-	-	$1\frac{1}{2}$ d.
50	Of every coverlet of rabbit skins	-	-	-	1d.
	Of a hundred of sable, ⁹ marten, ¹⁰ pole-cat, ¹¹ fox, or cat-skins	-	-	-	2d.
	Of a hundred of fells of squirrels ¹² or roebucks [?] ¹³	-	-	-	$1\frac{1}{2}$ d.
	Of a timber ¹⁴ of miniver	-	-	-	2d.
	Of a hundred of English lamb-skins	-	-	-	$1\frac{1}{2}$ d.
55	Of a hundred of budge ¹⁵ for hoods	-	-	-	3d.
	Of a hundred of budge for furriers [?] ¹⁶	-	-	-	$1\frac{1}{2}$ d.
	Of every piece of Spanish wax	-	-	-	4d.
	And of a bale of Spanish wax	-	-	-	8d.
	Of a chat ¹⁷ of quicksilver	-	-	-	2d.

¹² "Skyreux" shows aphaeresis. See my article in *Mod. Lang. Rev.*, April, 1911.

¹³ "Cheueroill" probably represents Lat. "capriolum" < *capriolum*—Mod. Fr. "chevreuil" = roebuck—but forms such as "klevroel," "klevrol," "chavroux," and even "chevreuil," are occasionally found for more regular "chevreil" (dimin. of "capra"), Mod. Fr. "chevreau" = kid (cf. Godef., *Compl.*, "chevreuil").

¹⁴ "Timber" means a bundle of skins, a certain number or tale of skins, being 40 of marten, ermine, sable and the like, and 120 of others" (cf. *Cent. Dict.*). In the contemporary *Domesday of Ipswich* (Twiss, Vol. II, p. 190) the custom dues for a thousand of "blaunkes de veyr" amounted to 2s., for the half thousand to 12d., and for the "tymber" to 4d. The word occurs again below, Chap. VI, Art. 40.

¹⁵ "Budge" or "boge," of obscure etymology (usually identified with "budge" = leather bag). It denotes a kind of fur, consisting of lamb-skin (or goat-skin, see Du Cange), with the wool dressed outward (see *New Engl. Dict.*). Twiss, in his edition of the *Domesday of Ipswich* (Vol. II, p. 190), translates "bogee" by "badger." "Bouge," "budge," in the sense of "leather bag," represents Lat. "bulga," and is ultimately of Celtic origin (cf. *Hatzf. Darm.*, bouge).

¹⁶ The A.F. "furroure" can denote (a) fur, O.F. "forrëure," "fourrëure," Mod. F. "fourrure"; (b) furrier, O.F. "forreor," Mod. F. "fourreur" (see *New. Engl. Dict.*, furture, furroure).

¹⁷ "I am unable to explain satisfactorily the word 'chat,' as applied to quicksilver. It is probably some definite weight so called. 'Chatas,' or 'Casatus,' is explained to be 'Ponderis species.' See Du Cange. In the subjoined Latin tariff of dues . . . the Latin word corresponding to 'chat' is unfortunately indistinct, but it may be read 'Cato' . . . The later Ratebooks charge quicksilver by the pound" (Smirke, p. 345, n. 7). Perhaps we ought to read "chant" and "canto" or "canta," in which case the word might be connected with Germanic "kanta," O.H.G. variant of "kanna" (cf. Fr. "canette" (?), Mod. Engl. "can"). See also my article in *Mod. Lang. Rev.*, April, 1911.

60 *La Custume Despycerie, etc.*:—

	De la bale de Peyu ^{re} , ¹ Gyngyuere, Sedewale,			
	Canel, Galyngale, Maces, Quibusks, Clowes,			
	Safrou ⁿ , Greynz, brasy ^l	-	vn lib ^{er} ² ou la valu.	
	De la Bale des ³ Almandes, Comyn, et Rys, et			
	Lycoryz	-	-	ij.d.
	De chascune charett ^e de Batterie charge hors del			
	eawe	-	-	xvj.d.
	De la charge de Batterie sur vn chiual	-	-	ij.d.
65	De chescun drap ^s de Saye	-	-	iiij.d.
	D ^e chescun Hauberk et haub ^{er} gou ⁿ	-	-	ij.d.
	D ^e chescun chief de Sandal iij.d., ou de la piece	-	-	ob.
	D ^e ml. desteyn x.d., ou del Cent	-	-	j.d.
	D ^e ml. de quyure x.d., ou del Cent	-	-	j.d.
70	Del Cent darres ^m	-	-	j.d.
	D ^e ffo ^t mel ⁴ de plombe	-	-	q ^a .
	Del ffocher ⁵ de plombe	-	-	vi.d.

¹ Sm.: peyvre.² Sm.: un libre.³ Sm.: de.⁴ Sm.: formel.⁵ Sm.: fother.

⁶ "Sedewale" and "cedewal" (cf. Chap. VI, Art. 52) are A.F. forms corresponding to O.F. "citoual" (= citouar). See my article in *Mod. Lang. Rev.*, April, 1911. Originally the word denoted the oriental drug zedoary, but very early it was transferred to the valerian (cf. *Cent. Dict.*, setwall, also Skeat, *Chaucer*, Vol. VI, p. 43).

⁷ "Maces" see my article in *Mod. Lang. Rev.*, April, 1911. The same spelling occurs also in *Liber Albus*, Vol. I, p. 230.

⁸ "Quibusks" is, no doubt, a (curious) corruption of "quibibes," the usual M.E., A.F. and O.F. form representing Med. L. "cubeba" (of Arabic origin). A purer form ("quibib") of this word occurs in the Latin tariff, below, Chap. VI, Art. 52; "cubibes" is the spelling of *Liber Albus*, Vol. I, p. 230.

The cubeb is the berry of a climbing shrub, a native of Java and the adjacent islands; it resembles a grain of pepper, and has a pungent, spicy flavour (cf. *New Engl. Dict.*, cubeb).

⁹ The form "clowe," with epithetic *e*, seems to have replaced the older "clou" (Lat. "clavus") in the fourteenth century. The full expression would be "clou de girofle," Med. Lat. "clavus garofoli" (cf. Du Cange), or simply "garofillum" (see below, Chap. VI, Art. 52). A.F. "glofre" occurs in *Liber Albus*, Vol. I, p. 230.

¹⁰ "Greynz"—O.F. "graine," also spelt "greyn" in M.E. (see Chaucer, Sqrs. T., F. 511)—denoted either "dye" in general, or specially the kermes or scarlet grain (see *New Engl. Dict.*, also my article in *Mod. Lang. Rev.*, April, 1911).

Brazil was a red dye wood, the *Caesalpinia Sappan* (cf. *New Engl. Dict.*).

In agreement with Smirke, I have inserted a punctuation mark between "greynz" and "brasy^l," but the expression "de grana de Brasile" has been identified by Du Cange in a Latin charter of 1193.

It should also be noticed that, according to the *Domesday of Ipswich* (Twiss, Vol. II, p. 188), brazil, alum, almonds, rice, etc., were sold not by the bale, but by the hundredweight. An interesting note on the word "brazil" will be found in *Liber Albus*, Vol. III, p. 298.

¹¹ "Liber" is merely a scribal error. It was the common practice in Anglo-French to use Latin abbreviations for weights, measures, and especially moneys (the formula £ s. d. and various similar abbreviations still in use, are a survival of this practice). In this case the scribe confused Fr. "livre" and Lat. "libra."

¹² An A.F. form, "alemaundes," occurs in the *Domesday of Ipswich* (Twiss, Vol. II, p. 188), and in *Liber Albus* (Vol. I, p. 230); but "almando" was a common A.F. and M.E. spelling of the word (see *New Engl. Dict.*).

60 *The custom of spices, etc. :—*

	Of a bale of pepper, ginger, zedoary, ⁶ cinnamon, galingale, mace, ⁷ cubeb, ⁸ cloves, ⁹ saffron, grain, ¹⁰ brazil - - - one pound ¹¹ or the value.	
	Of a bale of almonds, ¹² cumin, ¹³ rice, and liquorice	2d.
	Of every cart-load of battery ¹⁴ brought from the water - - - - -	1s. 4d.
	Of a horse's load of battery - - - - -	2d.
65	Of every silk [?] cloth ¹⁵ - - - - -	4d.
	Of every hauberk and haubergeon ¹⁶ - - - - -	2d.
	Of every chief of sendal ¹⁷ 3d., or of the piece - - -	½d.
	Of a thousand of tin rod., or of a hundred - - -	1d.
	Of a thousand of copper rod., or of a hundred - - -	1d.
70	Of a hundred of brass ¹⁸ - - - - -	1d.
	Of a fotmel ¹⁹ of lead - - - - -	¼d.
	Of a fother ²⁰ of lead - - - - -	6d.

¹³ With this form, "comyn," regularly derived from *climnum*, compare "climnum" below, Chap. VI, Art. 9. "Comyn" occurs also in *Liber Albus*, Vol. I, pp. 224, 230.

¹⁴ "Battery" = metal, or articles of metal, especially of brass or copper, wrought by hammering (see *New Engl. Dict.*)—especially kitchen utensils, according to Du Cange and Littré.

¹⁵ A.F. "sale" represents either Lat. "seta," and means a kind of silk or satin, or Lat. "saga," "sagum," and denotes a coarse woollen stuff (for a fuller account of the etymology of this word, see my article in *Mod. Lang. Rev.*, April, 1911).

In our text the comparatively heavy duty levied on this article clearly shows that it was of costly material. I have, accordingly, connected it with "seta." For the contrary view see Smirke (p. 345, n. 1), who has glossed the word "woollen saye or serge."

¹⁶ The "haubergeon," or "habergeon," is a sleeveless coat or jacket of mail; the "hauberk," originally a defence for the neck, developed already in the twelfth and thirteenth centuries into a long coat of mail (see *New Engl. Dict.*).

¹⁷ "Sendal" or "cendal," a silken stuff (see *New Engl. Dict.*, also Du Cange, "cendalum"). "Chief" is found occasionally in O.F., meaning "piece" (Godef.)—"caput," according to Du Cange, occurs also as "piece of cloth," especially in South of France—but such a meaning is not recorded in the *New Engl. Dict.* In our text it seems to refer to a very large piece or to a collection of (six) pieces.

¹⁸ The form "darresm" gave me a great deal of trouble, but I believe I am correct in connecting it with late Lat. "æramen" (< æs)—the Prov. has "aram" (cf. Scheler, "airain")—with inorganic *s*.

A form "arrem" occurs in an A.F. text of the fourteenth century, in the *Domesday of Ipswich*: "De chescune pece oure de arrem, latoun, ou de quyure," where a fifteenth century translation has: "of eche pece of ore brass, latoun, or copper" (cf. Twiss, Vol. II, p. 190); "arreyrn" is the spelling of *Liber Albus* (Vol. I, p. 261). See also my article in *Mod. Lang. Rev.*, April, 1911.

¹⁹ "Fotmel" (which Smirke reads "formel") was a weight used for lead, apparently about 70 lbs., the thirtieth part of a fother or load (see *New Engl. Dict.*). The "fotmel" was sometimes called "pece," "pes" (e.g., in Vol. I, p. 2) or in English "pig" (cf. Rogers, *Hist. of Agricuilt.*, Vol. I, p. 596).

It might be noticed that in this case the dues on a fother amounted to 24 times (not 30) that of a fotmel.

Twiss, Vol. II, p. 190, points out that the measure varied in weight in different localities.

²⁰ "Focher" in the MS. is probably a mistake for "fother" (see last note). The more usual A.F. form was "karre" ("carre," "charre"), found in the *Domesday of Ipswich* (Twiss, Vol. II, p. 190).

F. 21b.	73	D ^e Cent de ffer q ^a , et del yssue	-	-	ob.
		D ^e chescun q ^u arter de Geyde	-	-	j.d.
	75	D ^e chescun ton ^e de Weyde	-	-	vj.d.
		De la pier ^e de Wolde	-	-	q ^a .
		D ^e la pipe des Cendres	-	-	iiij.d.
semense pur oygnounet.		D ^e baraill ^e de Cendr ^e s	-	-	ij.d.
		D ^e la som ^m e des aux (de C. bonches vj ^{xx} , vj.d.) ²	-	-	xij.d.
	80	D ^e Cent cordes de Breytayne	-	-	iiij.d.
		D ^e ml. des onyounet ³	-	j. li. ou la valu.	
		D ^e ml. de harang sore	-	-	j.d.
85		D ^e ml. de Harang blaunk	-	-	ob.
		D ^e ml. de Sardeyn	-	-	ob.
		D ^e Cent de Congres	-	-	iiij.d.
		D ^e Cent de moreu et de leeng	-	-	ij.d.
		D ^e Cent de stokfyssh et dautr ^e ⁴ pessons frech ^e	-	-	ij.d.
90		D ^e Cent de makerell ^e ffrech ^e	-	-	j.d.
		D ^e Cent de makerell ^e Salee	-	-	ob.
		D ^e Barill ^e de muluwel ^e ⁵	-	-	ij.d.
		D ^e Barill ^e de Haddok	-	-	j.d.
		D ^e Cent de Haddok	-	-	ob.
95		D ^e deux Panyers des Lamp ^{er} eyes, j. La ^m preye ou la value.	-	-	
		D ^e vn Barill ^e de sturgou ⁿ	-	-	iiij.d.
		D ^e vn Salmou ⁿ salee	-	-	q ^a .
		D ^e vn Salmon ffrech ^e , yssaunt ou entraunt	-	-	ob.

¹ "piere" has been struck out and "pointelle" written above it.

² "de C. bonches vj^{xx}, vj.d." (Sm.: de C. bouches s. vj^{xx} vj.d.) has been added by second hand.

³ Sm.: De ml des onyons (altered to onyonnet by second hand)

⁴ Sm.: daultres.

⁵ Sm.: mulnwelle.

⁶ A curious instance of graphic inconsistency; "Weyde" and "Geyde" represent the current O.F. "walde" and "galde," themselves of Germanic origin (cf. *Cent. Diet.*, woad); "wolde," on the other hand, is a M.E. form derived from O.E. "wād," with inorganic *l*. Below occurs also the form "wayd," Chap. VI, Art. 60.

Smirke suggested that "la pier^e de Wolde" "might perhaps mean stone from the Weald of Kent," but in that case we should expect a wording such as "de chescune pier^e de W." or "de j. pier^e de W." Moreover, the expression "pointel de Wolde" occurs in other Southampton MSS., e.g., in Water Bailiff's Account, A.D. 1428, f. 50a.

⁷ In the MS. the word "piere" is struck out and the word "pointelle" overlined. Judging from the duty charged on it, "pointelle" would seem to represent about half a stone. For an explanation of this word, see my article in *Mod. Lang. Rev.*, April, 1911.

⁸ "Baraille" (or "barail," "barrail") was a common A.F. and M.E. form, represented even on the continent by the Med. Lat. "barralla," "barrallum," which existed side by side with "baril," "barille," "barrel," Med. Lat. "barillus," "barile" (cf. Du Cange; *Hatzf. Darm.*; Diez.). The latter group is represented below (Chap. VI, Art. 32) by the word "barello." A satisfactory etymology has yet to be found.

With regard to the contents, two barrels, in these tables, are always equivalent to one pipe, Lat.

Onion seeds.	73	Of a hundred of iron $\frac{1}{4}$ d., and on the export of the same	-	-	-	$\frac{1}{2}$ d.
		Of every quarter of woad ⁶	-	-	-	1d.
	75	Of every tun of woad	-	-	-	6d.
		Of a stone (or pointelle) ⁷ of woad	-	-	-	$\frac{1}{4}$ d.
		Of a pipe of cinders	-	-	-	4d.
		Of a barrel ⁸ of cinders	-	-	-	2d.
		Of a load of garlic [of 120 bunches ⁹ 6d.]	-	-	-	12d.
	80	Of a hundred of ropes from Brittany	-	-	-	4d.
		Of a thousand of small onions	one pound or the value.	-	-	-
		Of a thousand of red herring ¹⁰	-	-	-	1d.
		Of a thousand of white herring	-	-	-	$\frac{1}{2}$ d.
		Of a thousand of sardine	-	-	-	$\frac{1}{2}$ d.
	85	Of a hundred of conger	-	-	-	4d.
		Of a hundred of cod and ling ¹¹	-	-	-	2d.
		Of a hundred of stockfish and other fresh fish	-	-	-	2d.
		Of a hundred of fresh mackerel ¹²	-	-	-	1d.
		Of a hundred of salt mackerel	-	-	-	$\frac{1}{2}$ d.
	90	Of a barrel of mulwell ¹³	-	-	-	2d.
		Of a barrel of haddock	-	-	-	1d.
		Of a hundred of haddock	-	-	-	$\frac{1}{2}$ d.
		Of two baskets of lamprey	one lamprey or the value.	-	-	-
		Of a barrel of sturgeon	-	-	-	4d.
	95	Of a salt salmon	-	-	-	$\frac{1}{4}$ d.
		Of a fresh salmon, going out or coming in	-	-	-	$\frac{1}{2}$ d.

"pipa" (cf. Chap. V, Art. 77, Chap. VI, Art. 55), two pipes to one tun, A.F. "tonel," Lat. "dolum" (cf. Chap. V, Art. 35, Chap. VI, Arts. 5, 41, 53).

⁹ "Bonche," which might also be read "bouche," has been fully discussed in my article in the *Mod. Lang. Rev.*, April, 1911. Another early example of the word will be found in *Liber Albus*, p. 238: "de chescun C. de bunches de ayle, obole."

¹⁰ In the Latin tariff, below (Chap. VI, Art. 11), red and white herring are taxed the same. The *Domesday of Ipswich* (Twiss, Vol. II, p. 192) distinguished three kinds of herring, "haranges soor," "haranges freys" and "haranges salec," but the same duty was charged on all.

¹¹ "Leeng" = ling; the word occurs commonly in M.E. in the form "lenge," "lenge" (O.N. "langa," Da. "længa"), and denotes a long, slender gadoid fish, *molva vulgaris* or *lota molva*, inhabiting the seas of N. Europe (see *New Engl. Dict.*; see also my article in *Mod. Lang. Rev.*, April, 1911).

¹² "Makerelle" is found in M.E., together with "makerel," which represents more accurately the O.F. parent. Here, as in many other instances, the A.F. has apparently substituted a feminine form for the original masculine. See "mulwelle," below. But the etymology of the word has not yet been established with certainty (cf. *New Engl. Dict.*, also *Hatzf. Darm.*).

The form "makerel" occurs below in the Latin tariff (Chap. VI, Art. 24).

¹³ Godefroy and Murray (*New Engl. Dict.*) see in "muluel" an altered form of "murnel," "moruel," diminutive of "morue" (cf. "moreu," Art. 85, above). For the feminine form of our text, cf. "makerelle" above.

F. 22a.	97	D ^e Cent de Baleyne	-	-	-	ij.d.
		D ^e vn porpays ffrech ^e ou sallee	-	-	-	ij.d.
		D ^e Cent de Gobettes	-	-	-	ij.d.
	100	D ^e Cent de Coignes	-	-	-	j.d.
		D ^e chescun moel	-	-	-	ij.d.
		D ^e la bale Dalym	-	-	-	ij.d.
		Del Cent Dalym	-	-	-	ij.d.
		D ^e la passage de vn Hom ^m e out ^r e la miere	-	-	-	ij.d.
	105	D ^e la passage de vn Chiual	-	-	-	iiij.d. ob.
		D ^e la sege de vn Nef	-	-	-	ij.d.
		D ^e vne Balenge de Cambre	-	-	-	q ^a .
		Del Cent Dargoyl et de Arnement	-	-	-	ob.
		D ^e Boef et de vache	-	-	-	j.d.
	110	D ^e veel, Porks, et Berbiz	-	-	-	q ^a .
		D ^e chescun Cent de Lyngetele et de Caneuace	-	-	-	ij.d.
		D ^e chescun Chalou ⁿ	-	-	-	q ^a .
		Del q ^{na} rt ^r de Carbon ^e venaunt p ^{ar} miere	-	-	-	q ^a .
		D ^e chescun tou ⁿ des Poumes ¹ et des Peires venauntz par miere	-	-	-	ij.d.

¹ Sm.: ton des pommes.

² Twiss is of opinion that the fish referred to as "baleyne" in A.F. documents of this period is a smaller kind of whale. This he infers from the following item in the *Black Book of the Admiralty*: "Item, soit enquis de tous ceulx qui ont pris ou trouve sur la mer whales, baleyne, sturgeon, porpays ou grapais, dont l'admiral na eu sa part pour le roy, cest adire la mottie" (Twiss, Vol. I, pp. 152, 153), in which "whales" and "baleyne" apparently refer to different kinds of fish.

Smirke suggested (p. 347, n. 4) that "baleyne" should be rendered by "whale-bone," as the fish was royal property, and, therefore, not likely to appear in a local tariff. But evidences are all against such an assumption. First, it appears clearly from the extract quoted above that the king claimed not the entire whale, but only half of it (at least until the passing of the statute of 17 Edward II, A.D. 1324—cf. *Statutes at Large*, Vol. I, p. 182). Further, the context makes it very improbable that "baleyne" meant here anything else but the flesh of the fish. Other local tariffs, moreover, have similar entries; thus, in the *Domesday of Ipswich* (Twiss, Vol. II, p. 192), "De chescun quintal de baleyne, iiiij.d." occurs in a list of fish, and is rendered in the fifteenth century translation, "of eche quintal of balayn, iiiij.d." On the other hand, in *Liber Albus* "baleyn" (p. 220) and "baleyne" (p. 224) are used in the sense of whalebone.

³ "Porpays" is generally spelt "porpeys," "porpays" in A.F. texts (cf. Chap. VI, Arts. 7, 16; also my article in *Mod. Lang. Rev.*, April, 1911).

⁴ "Gobettes," in our text, probably means "lump fish" (see my article in *Mod. Lang. Rev.*, April, 1911), unless it refers to the preceding item and has the usual meaning of "gobet" or "gobbet," i.e., portion, piece, fragment. Expressions such as "trought [= trout] gobettid," "gobete . . . lings, turbot . . . elys [= eels]," etc., were apparently quite common in the fifteenth century (see *New. Engl. Dict.*, gobbet).

⁵ "Coigne" is the usual M.E. form of O.F. "coing," "coln," Lat. "cuneum." The A.F. developed the feminine "coigne" (cf. Godef.; *New Engl. Dict.*; *Liber Albus*, Vol. I, p. 574). But it is difficult to conceive that "colns" or "dies" are meant here. Perhaps Smirke was right in connecting it with "coin de mer," a kind of mullet fish, mentioned by Cotgrave (Smirke, p. 347, n. 6).

⁶ "Moel," or rather "moele," also "meole," "mole," has various meanings in A.F. (see my article in *Mod. Lang. Rev.*, April, 1911). In this case it is doubtless the equivalent of "petra molaris" (cf. Chap. VI, Art. 18).

⁷ "Sege" represents O.F. "siege" (late Lat. "sēdicum" < *sēdem* < *sēdem*; cf. *Hatz. Darm.*, siege). In the early Middle Ages "sedes navium"—later "segiagium" (also "sedagium"; cf. *Gross*,

97	Of a hundred of whale ²	-	-	-	2d.
	Of a fresh or salt porpoise ³	-	-	-	2d.
	Of a hundred of "Gobettes" [or lump fish] ⁴	-	-	-	2d.
100	Of a hundred of "coins" [= mullet ?] ⁵	-	-	-	1d.
	Of every millstone ⁶	-	-	-	2d.
	Of a bale of alum	-	-	-	2d.
	Of a hundred of alum	-	-	-	2d.
	Of the passage of a man beyond the sea	-	-	-	2d.
105	Of the passage of a horse	-	-	-	3½d.
	Of the berth ⁷ of a ship	-	-	-	2d.
	Of a "balenge" ⁸ of Cambray	-	-	-	¼d.
	Of a hundred of argol ⁹ and arnement ¹⁰	-	-	-	½d.
	Of an ox or a cow	-	-	-	1d.
110	Of a calf, ¹¹ pig, or sheep	-	-	-	¼d.
	Of every hundred of linen cloth ¹² and of canvas ¹³	-	-	-	2d.
	Of every chalon ¹⁴	-	-	-	¼d.
	Of the quarter of coal coming by sea	-	-	-	¼d.
	Of every ton of apples or pears coming by sea	-	-	-	2d.

Gild Merch., II, Gloss.)—was a tax paid for the privilege of bringing a ship into a harbour. At an early date the French "sleige" was probably used with the same meaning; Du Cange gives several instances under "sedes 4."

The word also occurs below, in the Rolls of Oléron (Art. 9), where it refers to the seat or bed in which a vessel settles when she grounds with a falling tide.

8 "Belainge" and "balinja" are mentioned in Du Cange in the sense of "cloth of coarse texture"; Godef. has "ballin" with the same meaning, and also in the sense of "mattress."

9 "Argoyl" = argol, M.E. "argoll," "argoyle" = the tartar deposited from wines completely fermented and adhering to the sides of the casks as a hard crust (cf. *New Engl. Dict.*, argol). Sometimes explained as potter's clay (cf. Twiss, Vol. II, p. 186). In the *Domesday of Ipswich* (*loc. cit.*) the word is spelt "arguel," but "argoll" is the spelling of *Liber Albus*, Vol. I, p. 231.

10 "Arnement," corruption or phonetic change of O.F. "arement," "arrement" < Lat. *atramentum* = ink, or material with which it is made. The form is common in M.E. (cf. *New Engl. Dict.*, arnement). Smirke has also interpreted it "orpiement," a colouring matter (Smirke, p. 347, n. 1).

11 "Veel" represents the correct etymological spelling of "veal." Lat. "vitellum" has given early O.F. "vedel," later "veel" (plural, "veaus"). A.F. "veel" occurs also in the *Domesday of Ipswich* (Twiss, Vol. II, p. 202). Below, the plural form "veelez" will be found, and in the Latin tariff (Chap. VI, Art. 62) the adjective (of learned derivation) "vitelynys."

12 In texts of this period we find almost invariably "linge" ("lineus" < *linum*) and "lange" ("laneus" < *lana*) used as adjectives, meaning respectively "linen" and "woollen," and accompanying the word "telle" (*tela*), often spelt "tele," as in our text, or even "tielle," "tielle" (cf. Twiss, Vol. II, p. 196; Gross, Vol. II, p. 206; also Vol. I, p. 128; see also my article in *Mod. Lang. Rev.*, April, 1911).

13 "Canevace" represents the usual M.E. and A.F. "canevas"—also "canevas" (Twiss, Vol. II, pp. 186, 196)—with epithetical *e*. Together with Plc. "canevach," it shows conclusively the derivation from Plc. "caneve" + "aceus" (cf. *Hatzf. Darm.*, and *New Engl. Dict.*; cf. also the Med. Lat. "canevactum" met with in English documents). In O.F. "populas," by the side of "populace," we find a parallel of the double forms "canevas" and "canevace," but through Italian influence (cf. *Hatzf. Darm.*, populace).

14 A "chaloun" or "chalon" was a blanket or coverlet for a bed, originally manufactured at Chalon-sur-Marne (cf. *New Engl. Dict.*; Du Cange; *Liber Albus*, Vol. III, pp. 301, 302). The *Consuetudinary of Winchester* contains interesting details as to the size of chalons; they varied in length from 3 to 4 ells, and in breadth from 1½ ells to 2 yards (cf. *Archæol. Journ.* IX (1852), pp. 70, 71).

115	D ^e chescun q ^{ua} rter des petitz Noyz	-	-	ob.
	D ^e la ml. des Noiz ffraunceys	-	-	q ^a .
	Des Hanapes, esqueles, dublers, et sausers, de la som ^{me} ¹	-	-	q ^a .
	D ^e chescun Barill ^e de tarre et de pitz grande ²	-	-	ij.d.
	D ^e chescun Whice	-	-	j.d.
120	D ^e la Charette de m ^{er} ym	-	-	ob.
	D ^e la Couple des ffyges et Reysyns	-	-	j.d.
	D ^e ij. galons Doyle	-	-	ob.
	D ^e iiij. galons et de iiij.	-	-	ob.
	D ^e v. galons Doyle vi., vij., viij. et ix.	-	-	j.d.
125	D ^e x. galons et de xi. galons	-	-	j.d. ob.
	D ^e xij. galons xiiij., xiiij., xv. et xvj.	-	-	ij.d.
	D ^e xvij. galons xviiij., xix., xx., xxi., xxii.	-	-	ij.d. ob.
	Et si continuelement de touz aultres			
	Del quart ^{er} de seel	-	-	ob.
130	D ^e chescun Cent des fflotes	-	-	j.d.
	D ^e la Rule de Seel et de tref	-	-	ij.d.
	Et sil y a ij. Rules	-	-	ij.d.
	D ^e cordes come des cables et de tieles maner ^e s cordes yssint ouertz, del C. lb. ³	-	-	ij.d.
	Des cables et des altr ^e s cordes p ^{ar} tie qiles ⁴ soient	-	-	ij.d.
135	D ^e vne nouele Charettetz	-	-	j.d.
	D ^e la Charette de Carbou ⁿ de boys	-	-	ob.
	D ^e ml. de Sclat ^{es}	-	-	q ^a .

F. 22b.

1 "somme" has been altered by a later hand to "doyle," i.e., dozine (?); Sm.: de la deyle.

2 "grande" added by later hand.

3 Sm.: yssint oueriz ("del C. lb." added by later hand).

4 Sm.: de quele partie qils. This line has been crossed out in red ink.

5 Sm.: sclat.

6 A similar list occurs in the *Domesday of Ipswich* (Twiss, Vol. II, p. 200): "De chescune charettee de cuves, auges, gates, hanapes, esqueles, e teu manere de marchaundise qe est appelee hol ware, seyt pris ij.d.", where Twiss has erroneously rendered "esqueles" by "ladders" (!) (cf. Mod. Fr. "écuelle").

"Dubler" or "dobler" < O.F. *doblier*, *doublier*, had a variety of meanings in O.F. It was applied to a kind of dish, a liquid measure, a napkin, towel, bag, satchel, etc. (cf. *New Engl. Dict.*, doubler; Godef., "doublier"); but here, as generally in M.E., it must have denoted a large plate or dish.

7 Instead of "tarre," the *Domesday of Ipswich* used the word "jemme" (cf. "geme" in Godef.): "De chescun baryl de pyz ou de jemme, j.d.," rendered in the fifteenth century translation: "Off every barreil of pych or of terre, j.d." (Twiss, Vol. II, p. 184).

8 "Pitz," an interesting spelling, explained in my article in *Mod. Lang. Rev.*, April, 1911.

9 "Whice" shows the influence of M.E. "whiche," O.E. "hwicea." The continental form "huche," Engl. "hutch," has almost superseded the older "which" (see also my article in *Mod. Lang. Rev.*, April, 1911).

10 "Merym" or "merem," "merlem" < late Lat. *materiamen* (< Lat. *materia*), gave rise in the thirteenth century to a Med. Lat. form, "meremium" (Gross has an example of this form in a text of 1279, cf. *Gild Merch.*, Vol. II, p. 290). "Merlen," also O.F. "mairien" (Mod. Fr. "merrain"), denoted timber or building wood (cf. Scheler, "merrain"). The spelling "merym" also occurs in the *Domesday of Ipswich* (cf. Twiss, Vol. II, p. 132, and again p. 200); "merim" in an A.F. document,

115	Of every quarter of small nuts	-	-	$\frac{1}{2}$ d.
	Of the thousand of French nuts [=wallnuts]	-	-	$\frac{1}{4}$ d.
	Of drinking cups, basins, ⁶ plates, and saucers [<i>i.e.</i> , sauce-dishes], by the load (by the dozen?)	-	-	$\frac{1}{4}$ d.
	Of every (large) barrel of tar ⁷ or of pitch ⁸	-	-	2d.
	Of every which ⁹	-	-	1d.
120	Of the cart-load of timber ¹⁰	-	-	$\frac{1}{2}$ d.
	Of the couple (?) ¹¹ of figs and raisins	-	-	1d.
	Of 2 gallons of oil	-	-	$\frac{1}{2}$ d.
	Of 3 or 4 gallons	-	-	$\frac{1}{2}$ d.
	Of 5, 6, 7, 8 or 9 gallons of oil	-	-	1d.
125	Of 10 or 11 gallons	-	-	$1\frac{1}{2}$ d.
	Of 12, 13, 14, 15 or 16 gallons	-	-	2d.
	Of 17, 18, 19, 20, 21, 22 gallons	-	-	$2\frac{1}{2}$ d.
	And so forth for all other [quantities of oil]	-	-	-
	Of the quarter of salt	-	-	$\frac{1}{2}$ d.
130	Of every hundred of floats (?) ¹²	-	-	1d.
	Of the roll of sail ¹³ or sail cloth ¹⁴	-	-	2d.
	And if there be two rolls	-	-	2d.
	Of ropes such as cables or such manner of ropes going out unpacked (of a hundred lb.)	-	-	2d.
	[Re-written below, Art. 140.]	-	-	-
135	Of a new cart ¹⁵	-	-	1d.
	Of the cart-load of charcoal	-	-	$\frac{1}{2}$ d.
	Of a thousand of slates ¹⁶	-	-	$\frac{1}{4}$ d.

A.D. 1304 (cf. Godef., "mairien"); "merisme" is the spelling of *Liber Albus* (Vol. I, p. 232). I have not succeeded in finding any record of this word in the *New Engl. Dict.*

11 "Couple" denotes here, and again below (Chap. VI, Art. 10), some kind of measure, and I have connected it with O.F. "copele," "coupelle," Lat. "cuppella" < *cuppa* (see my article in *Mod. Lang. Rev.*, April, 1911). Figs and raisins were generally sold in "fralls" (A.F. "frael," "frayel," etc.) or in baskets (A.F. "sport," "sportin").

12 "Flotes" stands here for "flottes de liege" (see my article in *Mod. Lang. Rev.*, April, 1911).

13 The context shows conclusively that "seel" here is not the same word as "seel" two lines above, but an A.F. form coined from M.E. "sell," O.E. "seg(e)l," Mod. "sail," Northern O.F. "sigle"—met with in *Alexis*, v. 79, also in *Wace* (cf. Du Cange, "sigla"), sometimes written "single," more commonly found as infinitive ("sigler," "singler," Mod. "cingle")—represents the same Germanic root (see also my article in *Mod. Lang. Rev.*, April, 1911).

14 "Tref" commonly occurs in the sense of "sail" (cf. Du Cange, "treffa").

With the above "de seel et de tref" might be compared the expression, "de teyle a treefes," found in the *Domesday of Ipswich* (Twiss, Vol. II, p. 192).

15 "Charetetz" is doubtless a mistake for "charette," but need hardly be noticed, as A.F. writers, especially those of the fourteenth century, have a distinct weakness for final *z* or *tz* in most unwarranted cases.

Smirke has added the following remark: "Among the Flemish river dues, I find one for 'une voiture noeve,' A.D. 1271, *Warnk. Flandres*, Vol. II, p. 466; see also the Winchester Gate-tolls—*Arch. Journ.*, Vol. IX, p. 73."

16 "Sclate," or "sclat," is the usual M.E. form (Mod. Engl. "slate," "slat") of O.F. "esclat." A.F. shows a tendency to drop the Romance prosthetic *e* before *s* + consonant, and if O.F. "esclat" ultimately came from "exclappitare" (> *esclater*—cf. *Hatzf. Darm.*), then the process was extended to words in which the initial *e* was not prosthetic.

138	Del ml. de Lath	-	-	-	ob.
	Del Barill ^e de Lykemose	-	-	-	j.d.
140	De Cables et des altr ^e s cordes de q ^{ne} le p ^{ar} tie qils				
	soient	-	-	-	ij.d.

* * *

	¹ D ^e chesc ^{un} dozeyn ^e dez peaux de veelez ²	-	ij.d.
	D ^e chescun C de ayle	-	xij.d.
	D ^e qualib ^{et} pec ^{ia} de poldavis	-	ij.d.
	D ^e q ^{ualib^{et}} pec ^{ia} de olzine	-	j.d. ob.
145	D ^e q ^{ualib^{et}} pec ^{ia} crestlots, dowles, et lokeram	-	ij.d.

* * *

- F. 33a. 146 It^{em}³, seo vn om que aschaut navier ou Batewe
doit payer de seo vn li. sterling ou de autre
m^{ar}chandisez iiij.d.

¹ Articles 141-145 are in a somewhat later hand than the rest of the chapter.

² Sm.: chescun dozeine des peaux de veelez.

³ This article occurs in the MS., in the middle of the Assize of Bread, on a leaf otherwise left blank.

⁴ "Lath" in the fourteenth century began to replace the older form "latte," O.E. "lætt" (cf. *New Engl. Dict.*, lath). O.F. had "late" from O.H.G. "latta" (cf. Scheler, "latte"; also *Hatzf.*). A.F. "lathes" occurs also in the *Domesday of Ipswich* (Twiss, Vol. II, p. 200), whilst "latte" is still found in *Liber Albus*, Vol. I, p. 232).

⁵ This is probably one of the earliest appearances of this word in England. The quotations in *New Engl. Dict.* do not go back further than 1502, and already show the modern form of the word. Here we have a form practically identical with the M. Dutch original "leemos," "lijcmoes," and the parent of "lygtmose" and of modern "litmus" (see also my article in *Mod. Lang. Rev.*, April, 1911.)

⁶ There is already an entry for garlic, see Art. 79 above. According to a later table, found in Speed, p. 233, the charge on "Garlecke the C." was only 6d.



138	Of the thousand of laths ⁴	-	-	-	½d.
	Of the barrel of litmus ⁵	-	-	-	1d.
140	Of cables and of other ropes of whatever part they be				2d.



	Of every dozen of calf hides	-	-	-	2d.
	Of every hundred of garlic ⁶	-	-	-	12d.
	Of every piece of poldavis ⁷	-	-	-	2d.
	Of every piece of oulone (?) ⁸	-	-	-	1½d.
145	Of every piece of crestcloth, ⁹ dowlas ¹⁰ and lokeram ¹¹				3d.



- 146 Item, if¹² a man buy a ship or boat he shall pay for this one pound sterling, or for other goods four pence.

⁷ "Poldavis," "poldavy" ("Poole Davies" in Speed, p. 235) denoted a coarse canvas or sacking, originally woven in Brittany (at Poldavide) and formerly much used for sail cloth (see *New Engl. Dict.*)

⁸ "Olzine" is probably the same word as "oulone," which frequently occurs in Southampton MSS. of the beginning of the fifteenth century. It denoted a kind of canvas made at Olonne. None of these words appear in the *New Engl. Dict.* (see also my article in *Mod. Lang. Rev.*, April, 1911).

⁹ "Crestlots," *i.e.* "crestcloth" ("Crese Cloth" in Speed, p. 232), was a kind of linen cloth.

¹⁰ "Dowles"—usual English spelling "dowlas" (cf. Speed, p. 233)—from Daoulas or Doulas in Brittany (cf. "poldavis" and "lockram"), denoted a coarse kind of linen, much used in the sixteenth and seventeenth centuries (see *New Engl. Dict.*).

¹¹ "Lokeram" < *F. locrenan* < *locronan* (*lit.*, cell of St. Ronan), the name of a village in Brittany, where the fabric was formerly made (cf. "poldavis," "dowlas").—A linen fabric of various qualities for wearing apparel and household use (cf. *New Engl. Dict.*).

¹² The text is slightly corrupt and might be emended either (1) by reading "se est" (or "sest," or possibly "se solt," instead of "seo," *i.e.*, "if there be a man who buys," etc., or (2) by reading "se" instead of "seo," omitting the relative, and rendering as I have done above.



CHAPTER VI.

[CONCORD BETWEEN NEW SARUM (SALISBURY) AND SOUTH-AMPTON REGARDING CUSTOM DUES (A.D. 1329).]

I.

F. 28a.

Nouu^m Saru^m.¹

Notum sit omⁿibus q^{uo}d cum contencio² mota fuisset inter Maior^{em} et co^{mmu}n^{ita}tem Ciuitatis noue³ Sa^{rum} ex p^{ar}te vna, et Maiore^m et co^{mmu}n^{ita}tem ville Suth^{am^tone} ex alt^{er}a, sup^{er} quibusda^m tolnetis et custumis, que p^{re}dⁱc^ti⁴ Maior et co^{mmu}n^{ita}s ville Suth^{am^tone} a diu^{er}sis ho^{mi}n^{ib}us p^{re}dⁱc^te Ciuitat^{is} noue Sa^{rum} exigebant et capiebaⁿt, tande^m, co^{mmu}n^{ib}us amicis int^{er}uenientib^{us} et⁵ videntib^{us} q^{uo}d maxⁱmu^m p^{er}ic^ul^um⁶ temp^{or}ib^{us} fut^uris inde oriri pot^{er}it,⁷ p^{ar}tes p^{re}dⁱc^te concordati [sic]⁸ suⁿt sub hac forma, videl^{icet}, q^{uo}d p^{re}dⁱc^ti Maior et co^{mmu}n^{ita}s p^{re}dⁱc^te ville⁹ Suth^{am^tone} p^{ro} se et heredib^{us} et successorib^{us} suis imp^{er}p^{etun}m concesseruⁿt, q^{uo}d omⁿes Ciues p^{re}dⁱc^te Ciuitat^{is} noue Sa^{rum} et eo^{rum} h^{er}edes et successor^{es}, et tenentes in p^{re}dⁱc^ta Ciuitate manentes, quieti sint in p^{er}p^{etun}m de omⁿib^{us} tolnetis, muragiis, pauagiis,¹⁰ chaiagiis, pontagiis, ex¹¹ quib^{us} cunq^{ue} m^{er}candis suis vel aliis quibuscunq^{ue} reb^{us}, in p^{re}dⁱc^ta villa Suth^{am^tone} et infra portu^m et lib^{er}tatem eiusdem ville, seu limites eo^{rum}dem,¹² empt^{is} et emend^{is}, venditis et vendend^{is}, Ac ecia^m de omⁿib^{us} bonis suis ad p^{re}dⁱc^tam villam Suth^{am^tone}, aut alibi¹³ infra portu^m et lib^{er}tate^m eiusdem ville et limites eo^{rum}dem^m, seu de p^{re}dⁱc^ta villa, vel aliis locis infra portu^m et limites eiusde^m, cariat^{is} seu cariandis,¹⁴ tam p^{er} mare q^{ua}m p^{er} terram, q^{ua}ntu^m in

[ABBREVIATIONS: —S.—Speed's version in his History of Southampton, pp. 164, 165; Sm.—Smirke's version in *Archaeol. Journal*, Vol. XVI, pp. 348-350.]

¹ This heading is by a later hand.

² S.: contencio.

³ S.: "de Novo Sarum" is used throughout, instead of "Nove Sarum."

⁴ S.: dicti.

⁵ S.: ac.

⁶ S.: prejudicium.

⁷ S.: potest.

⁸ S.: concordata.

⁹ S.: de Southampton.

¹⁰ Sm.: "pauagis" omitted.

¹¹ S.: etc., quibuscunque pro merchandis.

¹² S.: eorumdem venendis, venditis et vendendis.

¹³ S.: "aut alibi" omitted.

¹⁴ S.: caratis seu carandis.

¹⁵ I have utilised to some extent the translation which Dr. Speed has given of Part I of this document (cf. Speed, pp. 164, 165).

[TRANSLATION.]

I.

Be¹⁶ it known to all men, that whereas a dispute had arisen between the Mayor and Community of the city of New Sarum¹⁶ on the one part, and the Mayor and Community of the town of Southampton on the other part, concerning certain tolls and customs which the said Mayor and Community of the town of Southampton have exacted and taken from divers persons of the city of New Sarum aforesaid, at length, by the intervention of common friends, who saw that the gravest danger¹⁷ might in time to come arise from the same, the said parties have come to an agreement as follows, namely, that the said Mayor and Community of the said town of Southampton do grant for themselves, their heirs and successors for ever, that all the citizens of the said city of New Sarum, and their heirs and successors, and tenants residing in the said city, shall be quit for ever of all tolls, murage, pavage, quayage, pontage for¹⁸ any of their merchandise, or any other goods whatsoever, bought or to be bought, sold or to be sold in the said town of Southampton and within the port and liberties of the said town or the precincts of the same, and also for all their goods carried or to be carried into the said town of Southampton or elsewhere within the port and liberties of the said town and the precincts of the same, or out of the said town or any other

¹⁶ In 1220, February 13th, King Henry III granted to the burgesses of Salisbury that they might have a Guild Merchant and be quit of toll, passage, and all customs through all the king's lands just as the burgesses of Winchester, who are of their Guild Merchant, are quit, pursuant to the charter of Henry I and the confirmation thereof by Henry II and King John (cf. *Cal. Charter Rolls*, 13 Henry III, m. 11, p. 1.). As, however, this grant to Salisbury was posterior to the charter of A.D. 1139, by which the men of Southampton were allowed to farm the customs of their town, it was not binding on the latter, and the community of Salisbury had perforce to try and secure what advantages they could by private treaty. Hence their endless disputes with the magistrates and burgesses of Southampton (see Introduction, pars. 42 and 43).

¹⁷ Speed translates: "who saw that great inconveniences might in time to come arise," etc. (Speed, p. 164).

¹⁸ Speed translates: "Pontage, etc., whatsoever for their Merchandise, or any other Goods whatsoever that shall be exposed to Sale, or that are or may be sold in the said Town," etc. (*opus cit.*, p. 164).

eis est, iure (et) regio in o^{mnib}us¹ semp^{er} saluo. Saluo t^{ame}n,² q^{uo}d
p^{re}dic^{te}³ Ciues p^{re}dic^{te}⁴ Ciuitatis noue Sa^{rum}, et eo^{rum} heredes et
successores, et tenentes in p^{re}dic^{ta} Ciuitate manentes, p^{re}dic^{tis}⁵
Maiori et co^mmun^{it}ati ville Suth^{am}t^{one}, p^{re}dic^{ta}m villam Suth^{am}t^{one}
ad feodi firma^m h^{ab}entib^{us}, ut modo h^{ab}ent, solua^{nt}⁶ in fut^{ur}um :—

II.

F. 23b.	1	Pro quol ^{ibet} sarplar' lan ^e	-	-	ij.d.
		It ^e m p ^{ro} quol ^{ibet} packo panno ^{rum}	-	-	iiij.d.
	5	It ^e m p ^{ro} pecia cere de polane v ^{el} de Rye	-	-	j.d.
		It ^e m p ^{ro} bal ^a cere de Ispann ^{ia}	-	-	ij.d.
	5	It ^e m p ^{ro} dolia [sic] vini	-	-	iiij.d.
		It ^e m p ^{ro} pipa vini	-	-	ij.d.
		It ^e m p ^{ro} barell ^o olei, cepi, vncti porpeys, ⁷ g ^{ra} spoys, et st ^{ur} ion	-	-	ij.d.
		Et p ^{ro} barell ^o tarre, pici [sic], haddok', allec', et code	-	-	j.d.
	10	It ^e m p ^{ro} bal ^a amigdal ^{arum} , Rys, Cimini, Anici, et likoric'	-	-	j.d.
		It ^e m p ^{ro} coupl' fiki et reysin'	-	-	ob.
	10	It ^e m p ^{ro} ml. allec' alb' et rub ^{us} ⁸	-	-	ob.
		It ^e m p ^{ro} ml. stagni vi.d., vel ⁹ p ^{ro} pec ^{ia}	-	-	ob.
	10	It ^e m p ^{ro} ffoch ^{er} ¹⁰ plu ^m bi vi.d., vel p ^{ro} fotmell ['] ¹¹	-	-	q ^a .
		It ^e m p ^{ro} C. de Stokfissh	-	-	j.d.
	15	It ^e m p ^{ro} C. haddok'	-	-	q ^a .

1 S. : "in omnibus" omitted.

2 S. : etiam.

3 Read : predicti.

4 Sm. : predicti [sic].

5 S. : "predictis" omitted.

6 S. : habeant Tolnetum usitatum. The rest of the chapter is omitted.

7 Sm. : uncti, porpays.

8 Sm. : allecium alborum et rubrorum. Note, however, that "aleclorum" is a very common Med. Lat. form.

9 "vel pro pecia ob" has been crossed out.

10 Sm. : fother.

11 Sm. : formel.

12 "Sarplar," A.F. variant of "sarplier," "sarpiller," "sarpeller" (cf. Twiss, Vol. II, p. 190), O.F. "sarpillere," of unknown origin, appears to be used in our text as the equivalent of "sack" (of wool) —cf. Du Cange, "sarplare"—rather than of "poke," or "half sack," as Smirke implied in his note (see Chap. V, Art. 23). For if Smirke's interpretation were accepted, the men of Salisbury would have paid double duty on Spanish wool (cf. Chap. V, Art. 30, and Chap. VI, Art. 37), which is most improbable (see Introduction, par. 43).

13 "Polane" might perhaps stand for "Boulogne" or "Poland" (?), but it should be noticed that in the French tariff (Chap. V, Art. 37) only Spanish wax is mentioned; indeed throughout the Middle Ages wax was one of the most valuable commodities exported to England by the Portuguese

place within the port or precincts of the same, either by water or by land, as fully as they can, saving always the king's right. Saving, however, that the said citizens of the said city of New Sarum, and their heirs and successors, and tenants residing in the said city shall pay in future to the Mayor and Community of the town of Southampton who hold, as they have hitherto held, the said town of Southampton in fee-farm, viz. :—

II.

1	For any sack ¹² of wool	-	-	-	2d.
	For any pack of cloths	-	-	-	4d.
	For a piece of wax from Polane (?) ¹³ or from Rye				1d.
	For a bale of wax from Spain	-	-	-	2d.
5	For a tun of wine	-	-	-	4d.
	For a pipe of wine	-	-	-	2d.
	For a barrel of oil, tallow, ¹⁴ seam ¹⁵ of porpoise, ¹⁶ grampus, ¹⁷ or sturgeon	-	-	-	2d.
	And for a barrel of tar, pitch, haddock, herring, or cod	-	-	-	1d.
	For a bale of almonds, rice, cumin, ¹⁸ aniseed, or liquorice	-	-	-	1d.
10	For a "couple" ¹⁹ of figs or raisins	-	-	-	$\frac{1}{2}$ d.
	For a thousand of white or red herring	-	-	-	$\frac{1}{2}$ d.
	For a thousand of tin 6d., or for a piece ²⁰	-	-	-	$\frac{1}{2}$ d.
	For a fother of lead 6d., or for a fotmel ²⁰	-	-	-	$\frac{1}{4}$ d.
	For a hundred of stockfish	-	-	-	1d.
15	For a hundred of haddock	-	-	-	$\frac{1}{4}$ d.

(see Shillington and Chapman, p. 29), and Southampton was one of the ports most frequented by these merchants (*id.*, p. 82).

¹⁴ "Cepum," a common Med. Lat. form for "sebum" (cf. Du Cange, "cepum") corresponding to A.F. "seu"; see that word above (Chap. V, Art. 38).

¹⁵ "Unctum" appears to have the same meaning as "selm" or "seam" in Chap. IV, Ord. 75, and Chap. V, Arts. 34, 35, for we have here doubtless products of the same nature as those referred to in the French table as "seym de arang" and "sardeyn seyme," *i.e.*, fat or oil of various kinds of fish. "Seym" occurs also below (Art. 45).

¹⁶ "Porpeys" is merely an A.F. form (cf. "porpays" above, Chap. V, Art. 98); a few lines further on (Art. 16) the form "porpes" occurs (cf. Du Cange, "porpecia").

¹⁷ "Graspols," like "porpeys," is a Fr. form for "graspiscis," or "crassus piscis," but the ending *-ois* points to a continental source. The "graspols," later "graundepose," whence modern Engl. "grampas," "grampus" (cf. *New Engl. Dict.*), was the name of various large fish, particularly of the whale and sturgeon. As the sturgeon is specially mentioned in our text, "graspols" probably stands for whale.

¹⁸ "Cimnum" for "cuminum" shows the influence of O.E. "kymen" (cf. "comyn" above, Chap. V, Art. 62).

¹⁹ "Couple" has been explained above (Chap. V, Art. 121).

²⁰ For "focher" (or "fother"), "fotmell" (or "formel") and "pece" (= piece) see above (Chap. V, Arts. 71, 72).

16	It ^e m p ^{ro} j. porpes' integ ^{ro}	-	-	-	ij.d.
	It ^e m p ^{ro} xii. salmon' sals ^{is}	-	-	-	j.d.
	It ^e m p ^{ro} petr ^a molar ⁱ	-	-	-	ij.d.
	It ^e m p ^{ro} quart ^{er} io carbon ^{um}	-	-	-	q ^a .
20	It ^e m p ^{ro} q ^{ua} rt ^{er} io gross ⁱ sal ^{is} et minut ⁱ sal ^{is}	-	-	-	q ^a .
	It ^e m p ^{ro} q ^{ua} rt ^{er} io cui ^{us} cu ⁿ q ^{ue} gen ^{er} is bladi	-	-	-	q ^a .
	It ^e m p ^{ro} cofr ^e nigri voc ^{ati} sope ⁱ	-	-	-	ij.d.
	It ^e m p ^{ro} C. conger	-	-	-	ij.d.
	It ^e m p ^{ro} C. makerel	-	-	-	ob.
25	It ^e m p ^{ro} C. bordis de Estlond'	-	-	-	ob.
	It ^e m p ^{ro} s ^r apl ^r ' de plumis	-	-	-	j.d.
	It ^e m p ^{ro} pacc ^o caneuaz cord ^{is} ligat ^o	-	-	-	iiij.d.
	It ^e m p ^{ro} bal ^a de cordewan	-	-	-	ij.d.
	It ^e m p ^{ro} bal ^a de basen ^{ne}	-	-	-	j.d.
30	It ^e m p ^{ro} bal ^a de sugr ^e in pulu ^{ere}	-	-	-	ij.d.
	It ^e m p ^{ro} bal ^a de v ^{er} degriz iiij.d., v ^{el} p ^{ro} sacc ^o	-	-	-	j.d.
	It ^e m p ^{ro} barell ^o v ^{el} bal ^a de Orpement	-	-	-	j.d.
	It ^e m p ^{ro} cato [?] argenti viui	-	-	-	ij.d.
F. 24a.	It ^e m p ^{ro} dol ^{lo} noci ²	-	-	-	ij.d.
35	It ^e m p ^{ro} bal ^a pionij	-	-	-	ij.d.
	It ^e m p ^{ro} bal ^a sapon ^{is} de Ispann ^{ia} de Cateloign ^{ia}	-	-	-	j.d.
	It ^e m p ^{ro} sarplar' lan ^e de Ispann ^{ia}	-	-	-	j.d.
	It ^e m p ^{ro} sarplar' lan ^e de Almann ^{ia}	-	-	-	ij.d.
	It ^e m p ^{ro} bal ^a cepi ffusi	-	-	-	j.d.
40	It ^e m p ^{ro} tymbre de Greiwork', catto ^{rum} et vulpiu ^m	-	-	-	ij.d.
	It ^e m p ^{ro} dol ^{lo} de haberdasshware p ^{er} tinente ^e ad m ^{er} ceria ^m	-	-	-	viiij.d.
	It ^e m p ^{ro} pipa de eode ^m iiij.d., v ^{el} p ^{ro} bal ^a	-	-	-	ij.d.

1 Sm.: pro cofre vtrⁱ (retouched, originally nitri?) voc' sope, j.d.

2 Sm.: noti.

3 In the *Domesday of Ipswich* (Twiss, Vol. II, p. 194) the two kinds of salt are referred to as "gros seel" and "blaunke seel."

4 The line is very indistinct in the MS. and has baffled the ingenuity even of Mr. Smirke. In the Southampton MSS. of the fifteenth century there are, however, several references to this kind of soap, e.g.: "de quolibet barello nigri saponis" (Black Book); "iiij. barell' de Sope negr' valor' xv.s. Cust. ix.d." (Water Bailiff's Acc., A.D. 1451); "iiij. laste sope negr' valoris le barell xv.s." (*id.*). But soap was also transported in cases: "xviij. casses de sapon val' liij.s. le cas" (*id.*, A.D. 1428, f. 18b). Much rarer are the references to white soap, e.g.: "iiij. Sakett' whyte sope pond. ijC.dli., Cust. vj.d." (*id.*, A.D. 1454).

5 See above, Chap. V, Art. 40.

6 The A.F. equivalent of this item occurs in the *Domesday of Ipswich*: "Item de chescun trussel ou barde de canevas iye des cordes, liij.d."; translated: "Also of every trusse or pakke of cannevas boundyn with cordys, liij.d." (Twiss, Vol. II, p. 186). A similar expression will also be found in *Liber Albus*, Vol. I, p. 237, "de chescune trusselle iyez en cordes."

7 For the meaning of "cordwain" and "basan" see above, Chap. V, Arts. 31, 32.

16	For a whole porpoise	2d.
	For 12 salt salmon	1d.
	For a mill stone	2d.
	For a quarter of coals	$\frac{1}{4}$ d.
20	For a quarter of coarse salt or of fine salt ³	$\frac{1}{4}$ d.
	For a quarter of any kind of corn	$\frac{1}{4}$ d.
	For a case of so called black soap ⁴	2d.
	For a hundred of conger	2d.
	For a hundred of mackerel	$\frac{1}{2}$ d.
25	For a hundred of boards from Eastland ⁵	$\frac{1}{2}$ d.
	For a sack of feathers	1d.
	For a pack of canvas tied with ropes ⁶	4d.
	For a bale of cordwain ⁷	2d.
	For a bale of basan ⁷	1d.
30	For a bale of powdered sugar	2d.
	For a bale of verdigris 4d., or for a sack	1d.
	For a barrel or bale of orpiment	1d.
	For a "cat" (?) ⁸ of quicksilver	2d.
	For a cask of nuts ⁹	2d.
35	For a bale of peony ¹⁰	2d.
	For a bale of Spanish soap from Catalonia	1d.
	For a sack of wool from Spain	1d.
	For a sack of wool from Germany	2d.
	For a bale of molten tallow	1d.
40	For a timber ¹¹ of greywork, ¹² of cat or fox skins	2d.
	For a cask of haberdashware ¹³ pertaining to mercery ¹⁴	8d.
	For a pipe of the same 4d., or for a bale	2d.

³ Cf. "chat" above, Chap. V, Art. 59.

⁵ "Compare the list of dues in Boys' Sandwich, p. 436: 'De chescun tonel de noys illj.d.' (Smirke, p. 349, n. 5).

¹⁰ "Pionil," a latinized A.F. form "plone" ("ploine" in *Liber Albus*, Vol. I, p. 230), < Lat. *peonia* for *pæonia*. A plant of the genus *pæonia*, of which the root, flowers and seeds were formerly used in medicine and the seeds also as a spice (cf. *New Engl. Dict.*, peony).

¹¹ For the meaning of "timbre" see above, Chap. V, Art. 53.

¹² A.F. "grisoevere" occurs in *Liber Albus*, Vol. I, p. 231.

¹³ It is interesting to note that "haberdasshware" can scarcely refer here to a "thick woollen cloth," which was apparently the meaning of A.F. "hapertas" or "haberdassherie" (cf. *Liber Albus*, p. lxxxvi, n. 3; also *New Engl. Dict.*, haberdash). In our text it seems rather to have the more modern meaning, "petty merchandise, small ware," in spite of the fact that the *New Engl. Dict.* gives no instance of such usage before 1526.

¹⁴ "Mercery," the wares sold by a mercer. The latter was, according to Gross (*Gild Merch.*, Vol. II, Gloss.), a dealer in small wares, a merchant, a retailer; later, a silk or cloth merchant. According to the *New Engl. Dict.*, the word in England has always denoted one who deals in textile fabrics, especially a dealer in silks, velvets, and other costly materials.

43	It ^e m p ^{ro} barell ^o de Cork'	-	-	-	j.d.
	It ^e m p ^{ro} bal ^a de datis	-	-	-	j.d.
45	It ^e m p ^{ro} dolio olei, seym, et mel	-	-	-	viiij.d.
	It ^e m p ^{ro} barell ^o Ciner ^{nm} et coperose	-	-	-	j.d.
	It ^e m p ^{ro} musa [?] ⁸ cui ⁿ scu ⁿ q ^{ue} Cupri	-	-	-	j.d.
	It ^e m p ^{ro} ml. ferr ⁱ	-	-	-	ij.d. ob.
	It ^e m p ^{ro} C. mulewel ^l	-	-	-	j.d.
50	It ^e m p ^{ro} dacr ^{e2} Corio ^{rum}	-	-	-	ij.d. ob.
	It ^e m p ^{ro} sarplar' pell ^{ium} lanut ^{arum}	iiij.d.,	vel p ^{ro} C.		j.d.
	It ^e m p ^{ro} qual ^{ibet} bal ^a gyngib ^{er} is, Canele, Galangal ^e , Brasill ⁱ , Cedewal, ³ Pip ^{er} is, Coton ffilac', Nucis mug ^{ue} , Croci, Maci, Gariofill ⁱ , et Quibib ⁴	-	-	-	iiij.d.
	It ^e m p ^{ro} dol ^{io} de sugr ^e in pan ^e	-	-	-	viiij.d.
	It ^e m p ^{ro} pipa de eodem	-	-	-	iiij.d.
55	It ^e m p ^{ro} barell ^o de eodem	-	-	-	ij.d.
	It ^e m p ^{ro} Bal ^a de ffilath ^o , Alym de Glas, Alim de plume	-	-	-	j.d.
	It ^e m p ^{ro} paner ^{io} lampred'	-	-	-	iiij.d.
F. 23b.	It ^e m p ^{ro} bala de Conil' iiij.d., v ^{el} p ^{ro} C.	-	-	-	ob.
	It ^e m p ^{ro} bal ^a de bogea iiij.d., vel p ^{ro} C.	-	-	-	ob.
	It ^e m p ^{ro} dol ^{io} Wayd	-	-	-	vj.d.
60	It ^e m vel p ^{ro} q ^{na} rt ^{er} io	-	-	-	j.d.
	it ^{em} De chesc ⁿⁿ dozeyne dez pealx vitelnyns cruez ⁵				ij.d.

1 Sm. : muldwel.

2 More correctly "dacra."

3 Sm. : brasille, cedewale.

4 Sm. : gariofill' et quibibus.

5 This item, which is entirely in French, is in a somewhat later hand.

6 For the meaning of "seam" see above (Chap. V, Art. 34, also Chap. VI, Art. 7).

7 "Coperosa," variant of "cuperosa," Engl. "copperas," a name given from early times to the protosulphate of iron, also called green copperas, used in dyeing, tanning, and making ink (cf. *New Engl. Dict.*, copperas). The A.F. "coperose" occurs in the *Domesday of Ipswich* (Twiss, Vol. II, p. 186).

8 The word is not quite clear and could be read either "musa" or "mula." From the fact that the same rate of duty was charged on iron, both by the French and the Latin tariff, we may induce that this also applied in the case of copper. If this be so, "mula" ("musa") is equivalent to a hundred-weight (cf. Chap. V, Art. 69), and cannot be a mistake for "milla."

9 "Mula" might easily be a variation of "mola," which, according to *Hatzf. Darm.*, has given French "meule," stack, rick, heap of wood, mass of ore; see also Chap. V, Art. 101.9 "Dacra" or "dacora," "decora" (earlier "diera") are Med. Lat. variants of W. Germ. "decura" (< Lat. *decuria*), O.E. "dicor" (whence Mod. Engl. "dicker"). "Dacre" was the usual O.F. and A.F. form (e.g., *Liber Albus*, Vol. I, pp. 237, 246); also "daker" in *Domesday of Ipswich* (cf. Twiss, Vol. II p. 192). It meant a company or parcel of ten, and seems to have been used especially in the case of tanned hides and leather. Cf. *New Engl. Dict.*, dicker.

10 A similar list of spices will be found above (Chap. V, Art. 61).

43	For a barrel of cork	-	-	-	rd.
	For a bale of dates	-	-	-	rd.
45	For a tun of oil, seam, ⁸ or honey	-	-	-	8d.
	For a barrel of cinders or copperas ⁷	-	-	-	rd.
	For a musa (?) ⁸ of any kind of copper	-	-	-	rd.
	For a thousand of iron	-	-	-	2½d.
	For a hundred of mulwell	-	-	-	rd.
50	For a dicker ⁹ of hides	-	-	-	2½d.
	For a sack of sheepskins 4d., or for a hundred	-	-	-	rd.
	For any bale of ginger, ¹⁰ cinnamon, galingale, ¹¹ brazil, zedoary, ¹² pepper, cotton yarn, nutmeg, ¹³ saffron, mace, ¹⁴ clove, ¹⁵ or cubebs ¹⁶	-	-	-	4d.
	For a cask of loaf sugar	-	-	-	8d.
	For a pipe of the same	-	-	-	4d.
55	For a barrel of the same	-	-	-	2d.
	For a bale of flax (?), ¹⁷ glass alum, ¹⁸ plume alum	-	-	-	rd.
	For a basket of lamprey	-	-	-	4d.
	For a bale of rabbit skins 4d., or for the hundred	-	-	-	½d.
	For a bale of budge ¹⁹ 4d., or for the hundred	-	-	-	½d.
60	For a tun of woad ²⁰	-	-	-	6d.
	Or for a quarter	-	-	-	rd.
	Of every dozen of raw calf hides	-	-	-	2d.

¹¹ "Galangale" is an A.F. (or M.E.) form of Med. Lat. "galanga," "galinga" (cf. "galyngale," above, Chap. V, Art. 61).

¹² "Cedewal" also an A.F. form (*loc. cit.*)

¹³ "Nucis mugue" or "muge" for "nucis muscate" is clearly coined from A.F. "nois mugue" or "muge," unrecorded variant of O.F. "nois mugged" (cf. "nois mugettes," erroneously spelt "nois, nulgettes" in *Liber Albus*, Vol. I, p. 230), but necessary to explain M.E. "notemugge," Mod. "nutmeg" (cf. *New Engl. Dict.*, nutmeg).

¹⁴ "Maci," a mistake for "macis," see also above (Chap. V, Art. 61).

¹⁵ "Garloffillum," Med. Lat. form for "caryophyllus," generally found with "clavus," *i.e.*, "clavus garloffill" (see Du Cange); Fr. "clou de girofle" (see "clowe" in the French tariff, Chap. V, Art. 61).

¹⁶ "Quibib" is simply an A.F. form (cf. Chap. V, Art. 61).

¹⁷ For "filac" and "filath" see above (Chap. V, Art. 29).

¹⁸ "Alym," or "alim," variant of "alum," is an A.F. form (O.F. "alum," Lat. "alumen"); see also above, Chap. V, Art. 102. As for the expression "alim de plume," it also occurs in other fourteenth century texts: cf. "unam balam aluminis de plume," in Gross, *Law Merch.*, p. 106.

"Plume alum" or "feather alum," ferroso-aluminic sulphate, or halotrichite, derives its name from the fact that it crystallises in tufts of silky fibres (cf. *New Engl. Dict.*).

¹⁹ "Bogea" is a latinized A.F. form of "boge" (see that word above, Chap. V, Art. 55). The *New Engl. Dict.* (see budge) mentions a fourteenth century Lat. form, "bugeye."

²⁰ "Wayd," an A.F. form, variant of "weyde," "geyde," above (Chap. V, Arts. 74, 75).

III.

Sarum.

Et p^{ro} omⁿib^{us} aliis bonis et m^{er}candis noⁿ no^miⁿatis de valor^e triu^m denar^{iorum} et vlt^{ra}, vsq^{ue} ad s^um^{mam} quinq^{ue} solid^{orum}, quadrant^{em}; Et vlt^{ra} valorem quiⁿq^{ue} solid^{orum} vsq^{ue} ad s^um^{mam} decem solid^{orum}, obol^{um}; Et vlt^{ra} valore^m decem solid^{orum} vsq^{ue} ad s^um^{mam} quindecim solid^{orum}, obol^{um} et q^{ua}drant^{em}; Et vlt^{ra} valorem quindecim solid^{orum} vsq^{ue} ad s^um^{mam} viginti solid^{orum}, vnu^m den^{arium}. In cui^{us} rei testi^moⁿiu^m tam sigillu^m co^mmune p^{re}d^{ic}t^e Ciuitatis noue Sar^{um} q^{ua}m sigillu^m co^mmune p^{re}d^{ic}t^e ville Sutham^{tone} huic Indent^{ure} alt^{er}nati^m suⁿt appens^a. Hijs testib^{us}, D^{omi}nis Joh^{ann}i de Mault^{uers} tuⁿc Sen^{escallo} Hospitⁱⁱ D^{omi}ni Reg^{is}, Joh^{ann}e de Stonore Baron^e de Sca^{cc}ario D^{omi}ni Reg^{is}, Ph^{ilippo} de la Bech . . .² tuⁿc vic^{ecomite} Wiltes^{cire}, Reginald^o de Pauely, Rob^{erto} Seleman, Huldebrond de Londr^{es},³ Joh^{ann}e de Scuris tuⁿc vic^{ecomite} Sutham^{tone}, Joh^{ann}e de Tychebourn^e, Joh^{ann}e de Wardlyngton^e, Will^{elm}o Peuerel, Milit^{ibus}, Rob^{erto} de Hongreford,⁴ Joh^{ann}e de Mere, Rob^{erto} le Boor, Nich^{ola}o de Rolueston^e, Rad^{ulf}o de Coneleston^e,⁵ Ric^{ard}o de Byflet, Rob^{erto} de Thurlecomb^e, Andr^{ea} Payn, Ric^{ard}o de Teste Wod^e, et aliis. Dat^{um} apud Sutham^{tonam} die Mart^{is} in festo s^{an}cti Jacobi ap^{osto}li, anno r^{egni} r^{egis} Edwardⁱ tertii a Conquestu Tertio.

¹ Sm. : Johanni [*sic*].² Sm. : de la Beche.³ Sm. : Londre.⁴ Sm. : Hongreforde.⁵ Sm. : Couelestone.

III.

And for all other goods and merchandise not named of the value of three pence and upwards to the sum of five shillings, one farthing ; and upwards the value of five shillings to the sum of ten shillings, one halfpenny ; and upwards the value of ten shillings to the sum of fifteen shillings, one halfpenny farthing ; and upward the value of fifteen shillings to the sum of twenty shillings, one penny. In witness whereof both the common seal of the said city of New Sarum and the common seal of the said town of Southampton were alternately affixed to this indenture.

Witnesses : Sir John de Maultravers, at the time Steward of the King's Household, Sir John de Stonore, Baron of the King's Exchequer, Sir Phillip de la Bech (?), at the time Sheriff of Wiltshire, Sir Reginald de Pavely, Sir Robert Seleman, Sir Hildebrand of London, Sir John de Scuris, at the time Sheriff of Southampton, Sir John de Tychebourne, Sir John de Wardlyngton, Sir William Peverel, knights ; Robert de Hongreford, John de Mere, Robert le Boor, Nicholas of Rolveston, Ralph de Coneleston [or Covelston], Richard de Byflet, Robert de Thurlecombe, Andrew Payn, Richard of Teste Wood, and others.

Dated at Southampton, on the Tuesday in the feast of St. James the Apostle, in the third year of the reign of King Edward, the third from the Conquest [July, 1329].



CHAPTER VII.

[THE ASSISE OF BREAD.]¹

F. 25a.

Quando q^{ua}rt^er^{um} fr^umentⁱ vendit^{ur} p^{ro} xij.d.,
tunc Wastell^{us} q^{ua}drent^{is} pond^{eret} - vi.li. xvj.s.

Pan^{is} cokect^{us} de eod^em blado et eod^em bultell^o
ponderet plus Wastell^o de ij.s.,

Et sic pon^{deret} - - - vj.li. xvij.s.
Pan^{is} ob^{oli} pond^{eret} - - - xvij.li. xiiij.s.²
Pan^{is} denarⁱⁱ pond^{eret} - - - xxvij.li. viij.d.³

Cokect^{us} maior pond^{eret} plus Wastell^o de v.s.,

Et sic pan^{is} q^{ua}drent^{is} pond^{eret} - - - vij.li. xij.d.
Pan^{is} ob^{oli} pond^{eret} - - - xiiij.li. ij.s.
Pan^{is} denarⁱⁱ pond^{eret} - - - xxvij.li. iiij.s.

Symenell^{us} pond^{eret} min^{us} Wastell^o de ij.s.,

Et sic q^{ua}drent^{is} pond^{eret} - - - vj.li. xiiij.s.
Pan^{is} ob^{oli} pond^{eret} - - - xij.li. viij.s.
Pan^{is} denarⁱⁱ pond^{eret} - - - xxvj.li. xvj.s.

Pan^{is} ffrancisc^{us} pond^{eret} min^{us} Symenell^o de ij.s.,

Et sic q^{ua}drent^{is} pond^{eret} - - - vj.li. xiiij.s.⁴
Pan^{is} ob^{oli} pond^{eret} - - - xiiij.li. iiij.s.
Pan^{is} denarⁱⁱ pond^{eret} - - - xxvj.li. viij.s.

Pan^{is} Rang^{erus} pond^{eret} Wast^{ellum} et di^{midium},

Et sic pan^{is} q^{ua}drent^{is} pond^{eret} - - - x.li. iiij.s.
Pan^{is} ob^{oli} pond^{eret} - - - xx.li. viij.s.
Pan^{is} denarⁱⁱ pond^{eret} - - - xl.li. xvj.s.

F. 25b.

Pan^{is} integ^{er} pond^{eret} Cokect^{um} et di^{midium} maior^{is}
pond^{eris},

Pan^{is} q^{ua}drent^{is} pond^{eret} - - - x.li. xj.s. vj.d.
Pan^{is} ob^{oli} pond^{eret} - - - xxj.li. iij.s.
Pan^{is} denarⁱⁱ pond^{eret} - - - xlij.li. vj.s.

Pan^{is} de Treyt pond^{eret} ij. Wastell^{os},

Et sic pan^{is} q^{ua}drent^{is} pond^{eret} - - - xiiij.li. xij.s.
Pan^{is} ob^{oli} pond^{eret} - - - xxvij.li. iiij.s.
Pan^{is} denarⁱⁱ pond^{eret} - - - liij.li. viij.s.

¹ The writing appears to be by the same hand as that of Chap. VI, and dates probably from A.D. 1329, or shortly after.

² Read : xij.li. xvi.s.

³ Read : xxvij.li. xij.s.

⁴ Read : vj.li. xij.s.

[TRANSLATION.]

When the quarter of wheat sells at 12d.,				
Then the farthing loaf of wastel ⁵ bread shall weigh	-	-	-	£6 16s. ⁶
Bread cocket of the same corn and boulting shall weigh more than wastel by 2s.,				
And thus shall weigh	-	-	-	£6 18s.
The half-penny loaf shall weigh	-	-	-	[£13 16s.]
The penny loaf shall weigh	-	-	-	[£27 12s.]
Large cocket shall weigh more than wastel by 5s.,				
And thus the farthing loaf shall weigh	-	-	-	£7 1s.
The half-penny loaf	-	-	-	£14 2s.
The penny loaf	-	-	-	£28 4s.
Simnel bread shall weigh less than wastel by 2s.,				
And thus the farthing [loaf] shall weigh	-	-	-	£6 14s.
The half-penny loaf	-	-	-	£13 8s.
The penny loaf	-	-	-	£26 16s.
French bread shall weigh less than simnel by 2s.,				
And thus the farthing [loaf] shall weigh	-	-	-	[£6 12s.]
The half-penny loaf	-	-	-	£13 4s.
The penny loaf	-	-	-	£26 8s.
Ranger bread shall weigh a wastel and a half,				
And thus the farthing loaf shall weigh	-	-	-	£10 4s.
The half-penny loaf	-	-	-	£20 8s.
The penny loaf	-	-	-	£40 16s.
Bread of whole wheat shall weigh a large cocket and a half,				
The farthing loaf shall weigh	-	-	-	£10 11s. 6d.
The half-penny loaf	-	-	-	£21 3s.
The penny loaf	-	-	-	£42 6s.
Bread treet shall weigh two wastels,				
And thus the farthing loaf shall weigh	-	-	-	£13 12s.
The half-penny loaf	-	-	-	£27 4s.
The penny loaf	-	-	-	£54 8s.

⁵ An account of the various kinds of bread referred to in this chapter will be found in the Introduction to the present volume, par. 56.

⁶ For these weights expressed in £ s. d., see Introduction, par. 58.

Pan^{is} de omⁿi blado pond^{eret} ij. Cōkect^{os} maior^{is}
pond^{eris},

Et sic pan^{is} q^{ua}drent^{is} pond^{eret} - - xiiij.li. ij.s.

Pan^{is} ob^{oli} pond^{eret} - - xxviiij.li. iiij.s.

Pan^{is} denarⁱⁱ pond^{eret} - - lvj.li. viij.s.

Quando q^{ua}rt^{erium} frumentⁱ vendit^{ur} p^{ro} ij.s. vj.d.,

(Et sic) Wastell^{us} [quadrentis] pond^{eret} liij.s. iiij.d. ob. q.

Pan^{is} ob^{oli} pond^{eret} - - v.li. viij.s. ix.d. ob.

Pan^{is} denarⁱⁱ pond^{eret} - - x.li. xvij.s. vij.d.

Cokect^{us} minor pond^{eret} - - lvj.s. iiij.d. ob. q.

Pan^{is} ob^{oli} pond^{eret} - - v.li. xij.s. vij.d. ob.¹

Pan^{is} denarⁱⁱ pond^{eret} - - xj.li. v.s. ix.d.²

Cokect^{us} maior q^{ua}drent^{is} pond^{eret} - - lix.s. iiij.d. ob. q.

Pan^{is} ob^{oli} pond^{eret} - - v.li. xvij.s. ix.d. ob.

Pan^{is} denarⁱⁱ pond^{eret} - - xi.li. v.s. ix.d.³

Symenell^{us} q^{ua}drent^{is} pond^{eret} - - lij.s. iiij.d. ob. q.

Pan^{is} ob^{oli} pond^{eret} - - v.li. iiij.s. ix.d. ob.

Pan^{is} denarⁱⁱ pond^{eret} - - x.li. ix.s. vij.d.

Pan^{is} francisc^{us} q^{ua}drent^{is} pond^{eret} - - ls. iiij.d. ob. q.

Pan^{is} ob^{oli} pond^{eret} - - v.li. ix.d. ob.

Pan^{is} denarⁱⁱ pond^{eret} - - x.li. xix.d.

F. 26a. Pan^{is} Rang^{erns} q^{ua}drent^{is} pond^{eret} - - iiij.li. xix.d. q.

Etc.

[In the MS. these lists are continued to folio 36a, but as the that an arrangement in tabular form would avoid much useless cisely. I have accordingly drawn up such a table (printed the original.

At the conclusion of these lists, the following incomplete article is found :]

F. 36a. Sciend^{um} est quod quando ass^{isa} panis excedit xij.s. vj.d., tunc reu^{ertat}^{ur} vsq^{ue} ad ass^{isa} m vj.s. vj.d. et sic muta^{nt}^{ur} q^{ua}drent^{es} in ob^{ol}^os in ponderacione panis, ut p^{ro}bat^{um} fuit temp^{or}e caristi (sic), videl^{icet} in anno regni Reg^{is} Edwardⁱ filⁱⁱ [Here the entry breaks off].

¹ Read : v.li. xij.s. ix.d. ob.

² Read : xj.li. v.s. vij.d.

³ Read : xi.li. vij.s. vij.d.

Bread of common wheat shall weigh two large cockets,

And thus the farthing loaf shall weigh	-	£14 2s.
The half-penny loaf	-	£28 4s.
The penny loaf	-	£56 8s.

When the quarter of wheat sells at 2s. 6d.,

The farthing loaf of wastel shall weigh	£2 14s. 4 $\frac{3}{4}$ d.
The half-penny loaf	£5 8s. 9 $\frac{1}{2}$ d.
The penny loaf	£10 17s. 7d.

The [farthing loaf of] small cocket shall weigh	£2 16s. 4 $\frac{3}{4}$ d.
The half-penny loaf	[£5 12s. 9 $\frac{1}{2}$ d.]
The penny loaf	[£11 5s. 7d.]

The farthing loaf of large cocket shall weigh	£2 19s. 4 $\frac{3}{4}$ d.
The half-penny loaf	£5 18s. 9 $\frac{1}{2}$ d.
The penny loaf	[£11 7s. 7d.]

The farthing loaf of simnel shall weigh	£2 12s. 4 $\frac{3}{4}$ d.
The half-penny loaf	£5 4s. 9 $\frac{1}{2}$ d.
The penny loaf	£10 9s. 7d.

The farthing loaf of French bread shall weigh	£2 10s. 4 $\frac{3}{4}$ d.
The half-penny loaf	- £5 0s. 9 $\frac{1}{2}$ d.
The penny loaf	- £10 1s. 7d.

The farthing loaf of ranger bread shall weigh	- £4 1s. 7 $\frac{1}{4}$ d.
---	-----------------------------

Etc.

same items recur continually in the same order, it was thought repetition and present the whole matter more clearly and con- below), and pointed out in footnotes various errors contained in

Be it known that when the assise of bread exceeds 12s. 6d., it shall return to assise of 6s. 6d., changing farthing [loaves] into half-penny [loaves] in the weighing of bread, as was tried in the time of dearth, viz., in the year⁴ of the reign of King Edward the son

⁴ The reference is doubtless to the ninth or tenth year of the reign of Edward II (A.D. 1315-1316), during which England was visited by a great famine. Practically throughout the country the price of corn rose from about 5s. to 20s. or even 26s. 8d. a quarter (see Rogers, *Hist. of Agricult.*, Vol. I, pp. 197-199).

THE ASSISE

(ARRANGED IN

Showing the weight of bread

Price of Corn per quarter—		12d.	2s.	2s. 6d.	3s.
		℥ s. d.	℥ s. d.	℥ s. d.	℥ s. d.
Wastellus	q.	6 16 0	3 10 6	2 14 4 $\frac{3}{4}$	2 8 0
(wastel)	ob.	—	7 1 0	5 8 9 $\frac{1}{2}$	4 16 0
	d.	—	14 2 0	10 17 7	9 12 0
Cokectus					
minor	q.	6 18 0	3 12 6	2 16 4 $\frac{3}{4}$	2 10 0
(small cocket)	ob.	[13 16 0] ³	7 5 0	[5 12 9 $\frac{1}{2}$] ⁴	5 0 0
	d.	[27 12 0] ⁶	14 10 0	[11 5 7] ⁷	10 0 0
Cokectus					
maior	q.	7 1 0	3 15 6	2 19 4 $\frac{3}{4}$	2 13 0
(large cocket)	ob.	14 2 0	7 11 0	5 18 9 $\frac{1}{2}$	5 6 0
	d.	28 4 0	15 2 0	[11 7 7] ⁸	10 12 0
Symenellus	q.	6 14 0	3 8 6	2 12 4 $\frac{3}{4}$	2 6 0
(simnel)	ob.	13 8 0	6 17 0	5 4 9 $\frac{1}{2}$	4 12 0
	d.	26 16 0	13 14 0	10 9 7	9 4 0
Panis					
Franciscus	q.	[6 12 0] ¹¹	—	2 10 4 $\frac{3}{4}$	} like simnel
(French	ob.	13 4 0	—	5 0 9 $\frac{1}{2}$	
bread)	d.	26 8 0	—	10 1 7	
Panis					
Rangerus	q.	10 4 0	5 5 9	4 1 7 $\frac{1}{4}$	3 12 0
(ranger	ob.	20 8 0	10 11 6	8 3 2 $\frac{1}{4}$	7 4 0
bread)	d.	40 16 0	21 3 0	16 6 4 $\frac{1}{2}$	14 8 0
Panis integer	q.	10 11 6	5 13 0	4 9 1 $\frac{1}{4}$	3 19 0
(bread of	ob.	21 3 0	11 6 0	8 18 2 $\frac{1}{4}$	7 18 0
whole wheat)	d.	42 6 0	22 12 0	17 16 4 $\frac{1}{2}$	[15 16 0] ¹⁷
Panis de					
Treyt	q.	13 12 0	—	5 8 9 $\frac{1}{2}$	4 16 0
(bread treet)	ob.	27 4 0	—	10 17 7	9 12 0
	d.	54 8 0	—	21 15 2	19 4 0
Panis de omni					
blado	q.	14 2 0	7 11 0	5 18 9 $\frac{1}{2}$	5 6 0
(bread of	ob.	28 4 0	[15 2 0] ²⁸	11 17 7	10 12 0
common	d.	56 8 0	30 4 0	23 15 2	21 4 0
wheat)					

N.B.—q. = farthing loaf, ob. = half-penny loaf, d. = penny loaf. For an explanation how to read the Table, see Introduction, par. 58.

¹ MS. faded.

³ MS. : £18 14s.

⁵ MS. : £2 17s. 5d.

⁷ MS. : £11 5s. 9d.

⁹ MS. : £2 15s.

² MS. : £9 8s.

⁴ MS. : £5 12s. 7 $\frac{1}{4}$ d.

⁶ MS. : £27 0s. 8d.

⁸ MS. : £11 5s. 9d.

¹⁰ MS. : £2 5s. 4d.

OF BREAD.

TABULAR FORM.)

according to the price of corn.

3s. 6d.	4s.	4s. 6d.	5s.	5s. 6d.
£ s. d. 2 2 0 4 4 0 [8 8 0] ² 2 4 0 4 8 0 8 16 0 2 7 0 4 14 0 9 8 0 2 0 0 4 0 0 8 0 0 <i>id.</i> 3 3 0 [6 6 0] ¹² 12 12 0 3 10 6 7 1 0 14 2 0 4 4 0 8 8 0 16 16 0 4 14 0 9 8 0 [18 16 0] ²⁵	£ s. d. 1 16 0 3 12 0 7 4 0 1 18 0 3 16 0 7 12 0 2 1 0 4 2 0 8 4 0 1 14 0 3 8 0 6 16 0 <i>id.</i> 2 14 0 5 8 0 10 16 0 3 1 6 6 3 0 12 6 0 3 12 0 7 4 0 14 8 0 [4 4 0] ²¹ 8 8 0 16 16 0	£ s. d. 1 10 0 3 0 0 6 0 0 1 12 0 3 4 0 6 8 0 1 15 0 3 10 0 7 0 0 1 8 0 [2 16 0] ⁹ 5 12 0 <i>id.</i> 2 5 0 4 10 0 9 0 0 2 12 6 5 5 0 10 10 0 3 0 0 6 0 0 12 0 0 3 10 0 7 0 0 14 0 0	£ s. d. 1 7 2½ 2 14 5 5 8 10 1 9 2½ [2 18 5] ⁵ 5 16 10 1 12 2½ 3 4 5 6 8 10 1 5 2½ 2 10 5 5 0 10 <i>id.</i> 2 0 9¾ 4 1 7½ 8 3 3 [2 8 3¾] ¹⁴ 4 16 [7½] ¹⁶ 9 13 3 2 14 5 5 8 10 [10 17 8] ²⁰ 3 4 5 6 8 10 12 17 [8] ²⁶	£ s. d. 1 4 8[¼] ¹ 2 9 4½ 4 18 9 1 6 8¼ 2 13 4½ 5 6 9 1 9 8¼ 2 19 4½ 5 18 9 1 2 8¼ [2 5 4½] ¹⁰ 4 10 9 <i>id.</i> 1 17 0⅔ 3 14 0¾ [7 8 1½] ¹³ 2 4 6[⅔] ¹⁵ 4 9 0¾ 8 18 1½ 2 9 4[½] ¹⁸ 4 18 [9] ¹⁹ 9 17 6 2 19 4[½] ²² 5 18 [9] ²⁴ 11 17 6

11 MS. : £6 13s.

13 MS. : £7 8s. 1d.

15 MS. faded.

17 MS. : £15 15s.

19 MS. faded.

21 MS. : £4 2s.

23 MS. : £15 10s.

25 MS. : £18 18s.

12 MS. : £7 1s.

14 MS. : £2 8s. 3½d.

16 MS. faded.

18 MS. faded.

20 MS. : £10 17s.

22 MS. faded.

24 MS. faded.

26 MS. faded.

THE ASSISE OF

Price of Corn per quarter—		6s.	7s.	7s. 6d.
		£ s. d.	£ s. d.	£ s. d.
Wastellus	q.	1 2 8	0 19 5	0 18 1½
(wastel)	ob.	2 5 4	1 18 10	1 16 3
	d.	4 10 8	3 17 8	3 12 6
Cocketus minor	q.	1 4 8	1 1 5	1 0 1½
(small cocket)	ob.	2 9 4	2 2 10	2 0 3
	d.	4 18 8	4 5 8	4 0 6
Cocketus maior	q.	1 7 8	1 4 5	1 3 1½
(large cocket)	ob.	2 15 4	2 8 10	2 6 3
	d.	5 10 8	[4 17 8] ⁴	4 12 6
Symenellus	q.	1 0 8	0 17 5	0 16 1½
(simnel)	ob.	2 1 4	1 14 10	1 12 3
	d.	4 2 8	3 9 8	3 4 6
Panis franciscus	q.	} like simnel	<i>id.</i>	<i>id.</i>
(French bread)	ob.			
	d.			
Panis Rangerus	q.	1 11 4½	1 9 1½	1 7 2¼
(ranger bread)	ob.	3 2 9	2 18 3	2 14 4½
	d.	6 5 6	5 16 6	5 8 9
Panis integer	q.	1 18 10½	1 16 7½	1 14 8¼
(bread of whole	ob.	[3 17 9] ⁵	[3 13 3] ⁶	3 9 4½
wheat)	d.	7 15 6	7 6 6	[6 18 9] ⁸
Panis de Treyt	q.	2 1 10	1 18 10	1 18 3
(bread treet)	ob.	4 3 8	[3 17 8] ⁹	3 16 6
	d.	8 7 4	7 15 4	7 13 0
Panis de omni				
blado	q.	2 11 10	2 8 10	2 6 3
(bread of com-	ob.	5 3 8	4 17 8	4 12 6
mon wheat)	d.	10 7 4	[9 15 4] ¹³	9 5 0

¹ MS.: £1 8s. 10d.³ MS.: £3 5s. 8d.⁵ MS.: £3 18s. 9d.⁷ MS. corrected by a later hand.² MS. corrected by a later hand.⁴ MS.: £4 7s. 8d.⁶ MS.: £3 14s. 3d.⁸ MS.: £7 0s. 5d.

BREAD.—*Continued.*

8s.	8s. 6d.	9s.	9s. 6d.
£ s. d.	£ s. d.	£ s. d.	£ s. d.
0 17 0	0 16 0	0 15 0	0 14 $4\frac{3}{4}$
1 14 0	1 12 0	1 10 0	[1 8 $9\frac{1}{2}$] ¹
3 8 0	3 4 0	3 0 0	2 17 7
0 19 0	0 18 0	0 17 0	0 16 $4\frac{3}{4}$
1 18 0	1 16 0	1 14 0	1 12 $9\frac{1}{2}$ ²
3 16 0	3 12 0	3 8 0	[3 5 7] ³
1 2 0	1 1 0	1 0 0	0 19 $4\frac{3}{4}$
2 4 0	2 2 0	2 0 0	1 18 $9\frac{1}{2}$
4 8 0	4 4 0	4 0 0	3 7 7
0 15 0	0 14 0	0 13 0	0 12 $4\frac{3}{4}$
1 10 0	1 8 0	1 6 0	1 4 $9\frac{1}{2}$
3 0 0	2 16 0	2 12 0	2 8 7
<i>id.</i>	<i>id.</i>	<i>id.</i>	<i>id.</i>
1 5 6	1 4 0	1 2 6	1 1 $7\frac{1}{2}$
2 11 0	2 8 0	2 5 0	2 3 3
5 2 0	4 16 0	4 10 0	4 6 6
1 13 0	1 11 6	1 10 0	1 9 1
3 6 0 ⁷	3 3 0	3 0 0	2 18 2
6 12 0	6 6 0	6 0 0	5 16 4
1 14 0	—	1 10 0	1 8 $9\frac{1}{2}$
3 8 0 ¹⁰	—	3 0 0	[2 17 7] ¹¹
6 16 0	—	6 0 0	[5 15 2] ¹²
2 4 0	2 2 0	2 0 0	1 18 $9\frac{1}{2}$
4 8 0	4 4 0	4 0 0	3 17 7
8 16 0	8 8 0	8 0 0	7 15 2

⁹ MS.: £3 18s. 8d.¹⁰ MS. corrected by a later hand.¹¹ MS.: £2 17s. 6d.¹² MS.: £5 15s. 6d.¹³ MS.: £9 15s. 9d.

THE ASSISE OF

Price of Corn per quarter—		10s.	10s. 6d.
		£ s. d.	£ s. d.
Wastellus	q.	0 13 7 $\frac{1}{4}$	0 12 11 $\frac{1}{4}$
(wastel)	ob.	[1 7 2 $\frac{1}{2}$] ³	1 5 10 $\frac{1}{2}$
	d.	2 14 5	2 11 9
Cokectus minor	q.	[0 15 7 $\frac{1}{4}$] ⁵	0 14 11 $\frac{1}{4}$
(small cocket)	ob.	1 11 2 $\frac{1}{2}$	1 9 10 $\frac{1}{2}$
	d.	3 2 5	2 19 9
Cokectus maior	q.	0 18 7 $\frac{1}{4}$	0 17 11 $\frac{1}{4}$
(large cocket)	ob.	[1 17 2 $\frac{1}{2}$] ⁸	1 15 10 $\frac{1}{2}$
	d.	3 14 5	[3 11 9] ¹⁰
Symenellus	q.	0 11 7 $\frac{1}{4}$	[0 10 11 $\frac{1}{4}$] ¹²
(simnel)	ob.	1 3 2 $\frac{1}{2}$	1 1 10 $\frac{1}{2}$
	d.	[2 6 5] ¹⁴	[2 3 9] ¹⁵
Panis franciscus	q.	} like simnel	<i>id.</i>
(French bread)	ob.		
	d.		
Panis Rangerus	q.	1 0 4 $\frac{3}{4}$	0 19 4 $\frac{3}{4}$
(ranger bread)	ob.	2 0 9 $\frac{1}{2}$	[1 18 9 $\frac{1}{2}$] ¹⁸
	d.	[4 1 7] ²⁰	[3 7 7] ²¹
Panis integer	q.	1 7 10 $\frac{7}{8}$	[1 6 10 $\frac{7}{8}$] ²²
(bread of whole	ob.	[2 15 9 $\frac{3}{4}$] ²³	2 13 9 $\frac{3}{4}$
wheat)	d.	5 11 7 $\frac{1}{2}$	[5 7 7 $\frac{1}{2}$] ²⁴
Panis de Treyt	q.	1 7 2 $\frac{3}{4}$	1 5 10 $\frac{1}{2}$
(bread treet)	ob.	[2 14 5 $\frac{1}{2}$] ²⁶	2 11 9
	d.	[5 8 11] ²⁷	5 3 6
Panis de omni blado	q.	1 17 2 $\frac{1}{2}$	1 15 10 $\frac{1}{2}$
(bread of com-	ob.	3 14 5	3 11 9
mon wheat)	d.	[7 8 10] ³⁰	7 3 6

1 MS. : 12s. 4d.

3 MS. : £1 7s. 2 $\frac{1}{4}$ d.5 MS. : 15s. 6 $\frac{1}{4}$ d.

7 MS. : £1 13s. 4d.

9 MS. : £1 14s. 8d.

11 MS. : £3 5s. 4d.

13 In the MS. this and the next three numbers have erroneously been connected with "Cokectus maior" instead of "Symenellus."

14 MS. : £2 6s.

2 MS. : 11s. 11d.

4 MS. : £2 17s. 5d.

6 MS. : £2 18s. 5d.

8 MS. : £1 17s. 2d.

10 MS. : £3 11s. 8d.

12 MS. : 10s. 9 $\frac{1}{4}$ d.

15 MS. : £2 4s. 9d.

BREAD.—Continued.

11s.	11s. 6d.	12s.
$\begin{array}{r} \text{£ s. d.} \\ [0 \ 12 \ 4\frac{1}{4}]^1 \\ \text{I} \ 4 \ 8\frac{1}{2} \\ [2 \ 9 \ 5]^4 \end{array}$	$\begin{array}{r} \text{£ s. d.} \\ [0 \ 11 \ 10]^2 \\ \text{I} \ 3 \ 8 \\ 2 \ 7 \ 4 \end{array}$	$\begin{array}{r} \text{£ s. d.} \\ 0 \ 11 \ 4 \\ \text{I} \ 2 \ 8 \\ 2 \ 5 \ 4 \end{array}$
$\begin{array}{r} 0 \ 14 \ 4\frac{1}{4} \\ \text{I} \ 8 \ 8\frac{1}{2} \\ [2 \ 17 \ 5]^6 \end{array}$	$\begin{array}{r} 0 \ 13 \ 10 \\ \text{I} \ 7 \ 8 \\ 2 \ 15 \ 4 \end{array}$	$\begin{array}{r} 0 \ 13 \ 4 \\ \text{I} \ 6 \ 8 \\ [2 \ 13 \ 4]^7 \end{array}$
—	0 16 10	0 16 3
—	[1 13 8] ⁹	1 12 8
—	[3 7 4] ¹¹	3 5 4
$\begin{array}{r} [0 \ 10 \ 4\frac{1}{4}]^{13} \\ [\text{I} \ 0 \ 8\frac{1}{2}] \\ [2 \ 1 \ 5] \end{array}$	$\begin{array}{r} 0 \ 9 \ 10 \\ 0 \ 19 \ 8 \\ \text{I} \ 19 \ 4 \end{array}$	$\begin{array}{r} 0 \ 9 \ 4 \\ 0 \ 18 \ 8 \\ [\text{I} \ 17 \ 4]^{16} \end{array}$
<i>id.</i>	<i>id.</i>	<i>id.</i>
$\begin{array}{r} [0 \ 18 \ 2\frac{1}{4}]^{17} \\ [\text{I} \ 16 \ 4\frac{1}{2}]^{19} \\ 3 \ 12 \ 9 \end{array}$	$\begin{array}{r} 0 \ 17 \ 9 \\ \text{I} \ 15 \ 6 \\ 3 \ 11 \ 0 \end{array}$	$\begin{array}{r} 0 \ 17 \ 0 \\ \text{I} \ 14 \ 0 \\ 3 \ 8 \ 0 \end{array}$
$\begin{array}{r} \text{I} \ 6 \ 0\frac{3}{8} \\ 2 \ 12 \ 0\frac{3}{4} \\ [5 \ 4 \ 1\frac{1}{2}]^{25} \end{array}$	$\begin{array}{r} \text{I} \ 5 \ 3 \\ 2 \ 10 \ 6 \\ 5 \ 1 \ 0 \end{array}$	$\begin{array}{r} \text{I} \ 4 \ 6 \\ 2 \ 9 \ 0 \\ 4 \ 18 \ 0 \end{array}$
$\begin{array}{r} \text{I} \ 4 \ 8\frac{1}{2} \\ 2 \ 9 \ 5 \\ 4 \ 18 \ 10 \end{array}$	$\begin{array}{r} \text{I} \ 3 \ 8 \\ 2 \ 7 \ 4 \\ 4 \ 14 \ 8 \end{array}$	$\begin{array}{r} \text{I} \ 2 \ 8 \\ 2 \ 5 \ 4 \\ 4 \ 10 \ 8 \end{array}$
$\begin{array}{r} [\text{I} \ 13 \ 8\frac{1}{4}]^{28} \\ 3 \ 7 \ 4\frac{1}{2} \\ 6 \ 14 \ 9 \end{array}$	$\begin{array}{r} \text{I} \ 13 \ 8 \\ [3 \ 7 \ 4]^{29} \\ 6 \ 14 \ 8 \end{array}$	$\begin{array}{r} \text{I} \ 12 \ 8 \\ 3 \ 5 \ 4 \\ 6 \ 10 \ 8 \end{array}$

16 MS. : £1 13s. 4d.

18 MS. : £1 18s. 9½d.

20 MS. : £4 1s. 7½d.

22 MS. : £1 6s. 10½d.

24 MS. : £5 7s. 7½d.

26 MS. : £2 15s. 9½d.

28 MS. : £1 4s. 8½d. ; in the MS. the first figure has been erased.

29 MS. : £2 17s. 4d., which has been altered by a later hand.

30 MS. : £7 6s. 10d.

17 MS. : 18s. 2½d.

19 MS. : £1 16s. 4½d.

21 MS. : £3 7s. 7½d.

23 MS. : £2 15s. 9½d.

25 MS. : £5 7s. 1½d.

27 MS. : £5 8s. 10d.

CHAPTER VIII.

[DISPUTE WITH THE BISHOP OF WINCHESTER.

I.—*Charters of the Bishops of Winchester (Exemplification of A.D. 1268).]*

F. 36b.

Om^{nib}^{us} Xpi [= Christi] fidelib^{us} p^{re}sens sc^{ri}ptu^m visur^{is} v^el auditur^{is}, Nich^{ola}us, dei gra^{tia} Epi^{scopus} Wynton^{ie}, s^{al}utem in d^{omi}no sempit^{er}nam. Nou^{er}it^{is} nos inspexisse Cartas Joh^{ann}^{is} et Henr^{ici}, filii Reg^{is} Joh^{ann}^{is}, dei gra^{tia} illust^{ris} Regis Angl^{ie}, de lib^{er}atib^{us} Wynton^{ie} eccl^{es}ie, in H^{ec} verba.

[Charter
of 9 John,
A.D. 1208.]

Joh^{annes}, dei gra^{tia} Rex Angl^{ie}, d^{omi}nus Hib^{er}n^{ie}, Dux Norman^{nie} et Aquit^{anie}, Comes Andegav^{ie}, Archi^{ep}^{iscop}^{is}, Ep^{iscop}^{is}, Abb^{at}^{ib}^{us}, com^{it}^{ibus}, baron^{ibus}, Justic^{iar}^{is}, vic^{ecom}^{itibus}, fforestar^{is}, p^{re}posit^{is}, et om^{nib}^{us} Balli^{iv}^{is} et fidelib^{us} suis, s^{al}utem.

Sciatis nos, diuine caritat^{is} intuitu, et p^{ro} salute aⁿim^e n^{ost}re, et p^{ro} aⁿima pat^{ri}s n^{ost}ri, Reg^{is} Henr^{ici}, et p^{ro} aⁿimab^{us} ant^{ec}essorum et succ^{essorum} n^{ost}ro^{rum}, concessisse et p^{re}senti ca[r]ta confirmasse deo, et Eccl^{es}ie Wynton^{ie}, et ven^{er}abili Ep^{iscop}^o Petro, eiusd^{em} eccl^{es}ie Ep^{iscop}^o, et succ^{essoribus} suis, et P^{ri}ori et Monach^{is} ib^{ide}m deo seruienti^{bus}, omⁿes t^{er}ras et possessiones suas, t^{en}^{em}^{enta} et feoda sua, lib^{er}a et quiet^a imp^{er}^{petu}^m ab om^{nib}^{us} acc^oⁿib^{us}, cu^m om^{nib}^{us} lib^{er}atib^{us} et lib^{er}is consuet^{udinibus} suis.

Quar^e volim^{us} [= volumus] et firmit^{er} p^{re}cipim^{us}, q^{uo}d p^{re}d^{ic}^{tu}s Ep^{iscop}^{us} et succ^{essores} sui, et p^{re}d^{ic}^{ti} Prior et Monachⁱ imp^{er}^{petu}^m h^{ab}ean^t et teneant omⁿes t^{er}ras et possession^{es} suas, t^{en}^{em}^{enta} et feoda sua vbicu^q^{ue}, cu^m soka et saka, et Theam, Infangeneth^{ef}, vtfangeneth^{ef}, b^en^e et in pace, plene, integr^e, lib^{er}e et honorifice, imf^{ra} [=infra] ciuitat^{em} Burgⁱ ville (*sic*) et ex^{tra}, in t^{er}ris, redditib^{us},

¹ Nicholas of Ely was Bishop of Winchester from 1268 to 1280. Before his promotion to the See of Winchester he had been Bishop of Worcester and for a short period king's chancellor (cf. *Dict. of Nat. Biog.*, Vol. XVII, pp. 344-346).

² This was the famous Peter des Roches, who was Bishop of Winchester from 1205 to 1238, and filled the highest offices of state, first under King John and later also under Henry III.

³ "Sac and soc" is used in charters from the reign of Canute onward to denote certain rights of jurisdiction which by custom belonged to the lord of the manor (cf. *New Engl. Dict.*, sac).

⁴ "Team," also "teame," "theame," "tem," etc., signifies a royalty granted by the king's charter

[TRANSLATION.]

To all the faithful of Christ who shall see or hear the present writing, Nicholas,¹ by the grace of God, Bishop of Winchester, salvation everlasting in the Lord. Know ye that we have inspected the charters of John and of Henry, the son of King John, by the grace of God, illustrious King of England, concerning the liberties of the church of Winchester, in these words.

John, by the grace of God, King of England, Lord of Ireland, Duke of Normandy and Aquitaine, Count of Anjou, to his archbishops, bishops, abbots, earls, barons, justices, sheriffs, foresters, provosts [or reeves], and to all bailiffs and his faithful subjects, greeting.

Know ye that we, by the intuition of divine charity, and for the salvation of our soul, and for the soul of our father, King Henry, and for the souls of our ancestors and successors, have granted and by the present charter confirmed to God, and the church of Winchester, and to the venerable Bishop Peter,² bishop of the same church, and his successors, and to the prior and monks there serving God, all their lands and possessions, their tenements and fees, free and quit for ever of all actions, with all their liberties and free customs.

Wherefore we will and firmly enjoin that the aforesaid bishop and his successors, and the aforesaid prior and monks may possess and hold for ever all their lands and possessions, their tenements and fees, wheresoever, with soc and sac,³ and team,⁴ infangthief⁵ and outfangthief,⁶ well and peacefully, fully, entirely, freely and honourably, within the city of the borough

to the lord of a manor, for the having, restraining and judging bondmen, nefes and villains, with their children, goods and chattels in his court" (cf. Cowell).

⁵ "Infangthief," jurisdiction over a thief apprehended within the manor or territorial limits to which the privilege was attached; the right of a lord of a manor to try and to amerce a thief caught within its limits (cf. *New Engl. Dict.*).

⁶ "Outfangthief," a franchise of a lord of a private jurisdiction, more extensive than that of "infangthief"; originally, the lord's right to pursue a thief (at least when the latter was his own man) outside his own jurisdiction, bring him back to his own court for trial, and keep his forfeited chattels on conviction. But the right was variously defined or circumscribed in the thirteenth century, when the meaning seems to have become conjectural (cf. *New Engl. Dict.*).

aduoc^{ationibus} eccl^{esia}rum, s^{er}uicijs homin^{um} et releuijs; in p^{ra}t^{is}, pascuis, et pastur^{is}, et co^{mmun}is; in aquis et molendⁱⁿis; in viu^{ar}is, stagnis et piscar^{is}, maresc^{is}, salinis, t^{ur}bar^{is}, bosc^o et plan^o, in vijs et semitis, int^{ro}itib^{us} et exitib^{us}, inf^{ra} forestam et ex^{tra}, et in omⁿib^{us} alijs loc^{is} et reb^{us} ad ten^{ementa} et feod^a sua p^{er}tinent^{ibus}, p^{er} tota^m t^{er}ra^m n^{ost}ra^m, soluta, lib^{er}a et quieta de omⁿib^{us} geldis et denegeld^{is}, Hidag^{is}, car[u]cag^{is}, auxilijs, plac^{itis}, querel^{is}, sum^m-on^{icionibus}, Shyris, Hond^{edis}, et de sect^{is} Shiria^{rum}, Com^{itatuum} et Hundr^{edorum}, de mi^{sericordi}a Com^{italuum}, Hundr^{edorum}, de Murdro, lat^{ro}cini(n)o, et de auxilio vic^{ecomitum}, forestar^{iorum} et Balli^{uo}rum eo^{rum}, et de analijs [= alijs?] omⁿib^{us} ad eos p^{er}tinent^{ibus}, et de custodi^{is} et op^{er}ac^onib^{us} castello^{rum}, et de Wardepeny, et de Auerpeny, et de Thethyngpeny, Henwhyte, flemeneshwyte, Leirwhyte, Blodwhyte, fythwhyte, grithbrich^e et flemeneshfrith, fforstall^e, Ham-sok^{es}, Herefar^e, et de franco pleg^{io}, et de vas^{to} et regardo forest^{ariorum}, et de canib^{us} suis expedend^{is}, et de alijs pl^{ac}itis, querel^{is} et acc^onib^{us} forestar^{iorum}, que ad nos p^{er}tinent.

Concedim^{us} ecia^m q^{uo}d capiant manib^{us} suis p^{ro}p^{ri}is quicquid eis nec^{ess}e fu^{er}it ad vsus suos p^{ro}p^{ri}os sine visu et p^{ro}hibic^{io}ne

F. 37a.

1 "Advocation" or "advowson," the patronage of an ecclesiastical office or religious house; the right of presentation to a benefice or living (cf. *New Engl. Dict.*).

2 "Relief," a payment, varying in value and kind according to rank and tenure, made to the overlord by the heir of a feudal tenant on taking up possession of the vacant estate (cf. *New Engl. Dict.*).

3 "Geld" is the same word as "gild," "guild" (cf. *Guild Merchant*). It meant in this case a tax paid to the Crown by English landowners before the Conquest, and continued under the Norman kings (cf. *New Engl. Dict.*).

4 "Danegeld," an annual tax imposed at the end of the tenth century or in the eleventh century, originally (as is supposed) to provide funds for the protection of England from the Danes, and continued after the Norman Conquest as a land tax (cf. *New Engl. Dict.*).

5 "Hidage," a tax payable to the royal exchequer, assessed at a certain quota for each hide of land (cf. *New Engl. Dict.*).

6 "Carucage" or "carrucage," a tax levied on each plough or carucate of land (cf. *New Engl. Dict.*).

7 "Wardpenny," money contributed to watch and ward (cf. Cowell); generally paid to sheriffs or governors for the maintenance of the castle-watch (cf. Du Cange).

8 "Averpenny," money paid in lieu of average; the latter being some kind of service due by tenants to the feudal superior (cf. *New Engl. Dict.*).

9 "Tithing-penny," a small sum paid to the sheriff by each tithing, etc., for the charge of keeping courts (cf. *Cent. Dict.*).

10 "Hangwite" "is the liberty granted to a man, whereby he is quit of a felon thelf (*sic*) or (= either) hanged without judgment or escaped out of custody" (cf. Cowell). In a thirteenth century glossary it is defined as "quite de larum pendu sanz sergant" (cf. *New Engl. Dict.*, hangwite).

11 "Flemeneshwite" or "flemeshwite" signifies "the liberty to challenge the Cattel or Amerciaments of your Man a Fugitive" (cf. Cowell).

12 "Lalrwite," a fine for fornication or adultery, especially with a bondwoman (cf. *New Engl. Dict.*).

town (?) and without, in all lands, rents, advowsons¹ of the churches, in the services of men and reliefs;² in meadows, grazing fields, pastures and commons; in water courses and mills; in ponds, pools and fish-ponds, marshes, salt-works, peat bogs, wood and plain, in ways and paths, entries and exits, within the forest and without, and in all other places and things pertaining to their tenements and fees, throughout all our land, exempt, free and quit of all geld,³ danegeld,⁴ hidage,⁵ carucage,⁶ aids, pleas, complaints, summonses, of shires and hundreds, of suits of shires, counties and hundreds, and of fines of counties and hundreds, of murder, larceny, and of aid of sheriffs, foresters and their bailiffs, and of all annual [= other?] dues pertaining to them, of the watch and works of castles, of wardpenny,⁷ of averpenny,⁸ of tithing-penny,⁹ hangwite,¹⁰ flemeneswite,¹¹ lairwite,¹² bloodwite,¹³ fithwite,¹⁴ grithbreach,¹⁵ and flemensfirth,¹⁶ forestall,¹⁷ hamesucken,¹⁸ herefare,¹⁹ and of frank-pledge,²⁰ and of waste and regard²¹ of foresters, and of the expeditation²² of their dogs, and of other pleas, complaints and actions of foresters, which pertain to us.

Also do we grant that they may take with their own hands whatever may be needful to their own use, without the view

¹³ "Blood-wite," a penalty for bloodshed, a fine for shedding blood, to be paid to the alderman or king, in addition to the were-gild or legal value of the life destroyed, paid to the family of the person killed (cf. *New Engl. Dict.*).

¹⁴ "Fithwite" or "flight-wite," a fine for taking part in a disturbance (cf. Cowell, fithwite; *New Engl. Dict.*, flight-wite).

¹⁵ "Grithbreach," a breach of peace (cf. *New Engl. Dict.*).

¹⁶ "Flem(m)enesfirth" or "flemensfirth," one of the many corrupt forms of O.E. "flymena fyrmth": a term of O.E. law, probably meaning the offence of entertaining a banished person, and hence the king's right of exacting a penalty for this offence (cf. *New Engl. Dict.*, flemensfirth).

¹⁷ "Forestall," the offence of waylaying or intercepting in the highway; also the jurisdiction in respect of this offence, often enumerated among feudal rights (cf. *New Engl. Dict.*).

¹⁸ "Hamesucken," the crime of assaulting a person in his own house or dwelling place (cf. *New Engl. Dict.*).

¹⁹ "Herefare," literally a military expedition, probably denoted obligation to perform military service or payment of a fine in lieu thereof. The word often occurs in mediæval lists of aids and subsidies (cf. Cowell).

²⁰ "Frank-pledge," the system by which every member of a tithing was answerable for the good conduct of, or the damage done by, any one of the other members (cf. *New Engl. Dict.*).

²¹ "Regard," the official inspection of a forest in order to discover whether any trespasses have been committed in it; the right of such inspection, or the office of one appointed to make it (cf. *New Engl. Dict.*).

²² "Expeditation," action of expediting or lawing a dog, i.e., of cutting off three claws or the ball of the forefoot of a dog in order to prevent it from chasing the king's game (cf. *New Engl. Dict.*). "De canibus suis expeditandis" would be a more usual expression (cf. Du Cange, "expeditare"). In Chap. X the same right is referred to as "de expeditacione canum."

forestar^{iorum} nostro^{rum}, et sint quieti ip^{si} et ho^{min}es sui de Tholon^{io}, pontag^{io}, passag^{io}, pauag^{io}, lastag^{io}, pannag^{io}, stallag^{io}, caria^{io} et pannag^{io},¹ et omⁿⁱ alia consuet^{udine}, et [= per] t^{er}ram n^{ost}ram, de omⁿib^{us} reb^{us} suis, quas p^{er} t^{er}ram v^{el} p^{er} aquam dep^{or}tari fecerint. Et p^{ro}hibem^{us} ne quis eos, aut res, aut possessiones, aut t^{er}ras, aut ho^{min}es con^{tra} lib^{er}tate^m carte n^{ost}re vexet v^{el} dist^{ur}bet, sup^{er} forisfactura^m n^{ost}ram.

T^{est}ibus J. Norwyc^{ensi} et Henr^{ico} Sa^{rum} Ep^{iscopis}, G. fil^{io} Pet^{ri}, com^{ite} Exssex^{ie}, W. Brywer^e, H. de Newill^e, J. de Basyngburn, G. Lyterel^e. Dat^{um} p^{er} man^{um} Hug^{onis} de Well^{es}, Archid^{laconi} Welles, ap^d Claryndon^{um}, xxij^o. die Martⁱ, aⁿno r^{egni} n^{ost}ri ix^o.

[Charter
of 16
Henry III,
A.D. 1232.]

Henric^{us}, dei g^{ratia} Rex Angl^{ie}, d^{omin}us Hib^{er}n^{ie}, Dux Norman^{ie} et Aquit^{anie}, Com^{es} And^{egavie}, Ar^{chi}ep^{iscopis}, Ep^{iscopis}, Abbat^{ibus}, P^{ri}or^{ibus}, Com^{itibus}, Justic^{iariis}, vic^{ecomitibus}, Ministr^{is}, et omⁿib^{us} alijs Ball^{iuis} et fid^{elibus} suis, s^{al}ut^em.

Sciat^{is} nos, intuitu deo (*sic*) et p^{ro} salute aⁿi^me n^{ost}re et p^{ro} aⁿi^mab^{us} an^{te}cessorum et her^{edum} n^{ost}ro^{rum}, concessiss(i)e d^{omin}o et eccl^{esie} s^{an}cⁱ Swythini Wynton^{ie}, et ven^{er}abilⁱ patrⁱ n^{ost}ro Petr^o eiusd^em eccl^{ie} Ep^{iscopo} et succ^{essoribus} suis ei^{us}d^em eccl^{ie} Ep^{iscopis}, et Priorⁱ et Monach^{is} ib^{idem} deo s^{er}uient^{ibus}, omⁿia am^{er}ciament^a de omⁿib^{us} ho^{min}ib^{us}, t^{er}ris et feod^{is} suis, que am^{er}ciament^a ad nos, v^{el} ho^{min}es n^{ost}ros, v^{el} vic^{ecomites}, aut constabular^{ios}, v^{el} forest^{arios}, v^{el} ad alios ball^{iuis} n^{ost}ros p^{er}tin^{ere} possint, Si p^{re}d^{ic}ta am^{er}ciament^a d^{omin}o Ep^{iscop}o et [suc^{cessoribus}]² suis, et p^{re}d^{ic}tis Priorⁱ et Monach^{is} noⁿ concessim^{us}. Et volum^{us} q^{uo}d idem Ep^{iscop}us et succ^{essores} sui, et d^{ic}tⁱ P^{ri}or(i) et Monachⁱ h^{ab}ean^t plena^m potestate^m ad [dis^{tri}nge^{ndum}]³ omⁿes p^{re}d^{ic}tos ad p^{re}d^{ic}ta am^{er}ciament^a sibi reddend^a. Et p^{ro}hibem^{us}, super forisfactura^m n^{ost}ram, ne quis de p^{re}d^{ic}tis

F. 37b.

¹ Read: "paagio"?

² MS. worn.

³ MS. worn.

⁴ "Toll" hath in our Common Law two significations, 1o it is used for a liberty to buy and sell within the precincts of a manor—2o for a tribute or custom paid for passage. Bracton interprets it to be a liberty as well to take as to be free from toll" (see Cowell).

⁵ "Pontage," bridge toll (cf. Vol. I, Chap. I, n. 2).

⁶ "Passage," a charge or custom levied upon passengers (cf. *New Engl. Dict.*).

⁷ "Pavage," a tax or toll towards the paving of highways or streets; also the right to levy such a tax or toll (cf. *New Engl. Dict.*).

⁸ "Lastage" or "lestage," a toll payable by traders attending fairs and markets (cf. *New Engl. Dict.*), perhaps for buying and selling goods by measure (cf. Gross, *Gild Merch.*, Vol. II, Gloss.).

or hindrance of our foresters, and that they themselves and their men may be quit of toll,⁴ pontage,⁵ passage,⁶ pavage,⁷ lastage,⁸ pannage,⁹ stallage,¹⁰ carriage¹¹ and paage [?]¹² and of all custom, throughout our land, on all their goods which they may cause to be removed by land or by water. And we forbid that any one should vex or disturb them, their goods, possessions, lands, or men, contrary to the liberty of our charter, upon our displeasure.

Witnesses: J[ohn],¹³ Bishop of Norwich, Henry, Bishop of Salisbury, G. Fitz Peter, Earl of Essex, W. Brywer, H. de Neville, J. de Basyngburn, G. Lyterel. Dated by the hand of Hugh of Wells, Archdeacon of Wells, at Clarendon, on the 23rd day of March, in the 9th year of our reign [A.D. 1208].

Henry, by the grace of God, King of England, Lord of Ireland, Duke of Normandy and Aquitaine, Count of Anjou, to his archbishops, bishops, abbots, priors, earls, justices, sheriffs, officers, and all other bailiffs and his faithful subjects, greeting.

Know ye that we, through the intuition of God, and for the salvation of our soul, and for the souls of our ancestors and heirs, have granted to the Lord and to the church of Saint Swithun's at Winchester, and to our venerable father Peter, bishop of the same church, and to his successors, the bishops of the same church, and to the prior and monks there serving God, all amercements from all their men, lands and fees, which amercements may pertain to us or to our men, our sheriffs, constables, foresters, or to others, our bailiffs, if we have not granted the said amercements to the lord bishop and his successors, and to the said prior and monks. And we will that the same bishop and his successors, and the said prior and monks have full power to distrain all the aforesaid for the payment of the said amercements. And we forbid, upon our

⁹ "Pannage" or "panage," the right or privilege of pasturing swine in a forest; payment made to the owner of a woodland for this right (cf. *New Engl. Dict.*).

¹⁰ "Stallage," money paid for permission to have a stall in a market or fair (cf. Gross, *Gild Merch.*, Vol. II, Gloss.).

¹¹ "Carriage," an impost on the transport of goods through a country or territory; an obsolete service of carrying, or a payment in lieu of the same, due by a tenant to his landlord or feudal superior, or imposed by authority (cf. *New Engl. Dict.*).

¹² As "pannage" occurs a few lines above, the scribe, through inadvertence, must have written it a second time instead of some expression such as "paage" or "peage," i.e., a toll paid for passing through a place or country (cf. *New Engl. Dict.*, peage).

¹³ i.e., John of Grey, Bishop of Norwich from 1200 to 1214.

am^{er}ciament^{is} colligend^{is} v^{el} recipiend^{is} siue dist^{ri}(n)cⁱone ob hec faciend^a, n^{isi} p^{er} voluntate^m dⁱcⁱ Ep^{iscop}i aut successo^{rum} suo^{rum} et p^{re}dⁱc^orum Prior^{is} et Monach^{orum}, se int^{ro}mittat.

Concessim^{us} et^{iam} eid^{em} Ep^{iscop}o et succ^{essoribus} suis, et dⁱcⁱs Priorⁱ et Mo^{na}ch^{is}, q^{uo}d si aliquis ho^minum de t^{er}ris v^{el} feod^{is} suis p^{ro} delicto suo vita^m v^{el} membru^m debeat amitt^{er}e, v^{el} fug^{er}it et iudⁱc^{ium} star^e volu^{er}it [= noluerit], v^{el} aliud q^{uo}d cu^mq^{ue} delictu^m fec^{er}it p^{ro} quo debeat cat^{alla} p^{er}der^e, v^{bi}cu^mq^{ue} iusticia de eo f^{er}i debeat, siue in Cur^{ia} n^{ost}ra siue in alia Cur^{ia}, o^mnia cat^{alla} illi^{us} sint p^{re}dⁱcⁱ(s) Ep^{iscop}i et succ^{essorum} suo^{rum}, et p^{re}dⁱc^orum Prior^{is} et Mo^{na}ch^{orum}. Et liceat eid^{em} Ep^{iscop}o et succ^{essoribus} suis, et p^{re}dⁱcⁱs Priorⁱ et Mo^{na}ch^{is}, sine omⁿi dist^{ur}bacⁱone vic^{ecom}itum et q^{uo}rum cu^mq^{ue} ball^{uorum} n^{ost}ro^{rum} et alio^{rum}, pon^{er}e se in s^{ei}sⁱnam de p^{re}dⁱcⁱs cat^{allis} in p^{re}dⁱcⁱs ca^sib^{us} et alijs, q^{uan}do ball^{iui} n^{ost}ri, si cat^{alla} illa ad nos p^{er}tin^{er}ent, ea in manu^m n^{ost}ra^m seisir^e possint (*sic*) et deb^{er}ent.

Concessim^{us} p^{re}ter ea p^{re}fat^o Ep^{iscop}o et succ^{essoribus} suis et p^{re}dⁱcⁱs Priorⁱ et Mo^{na}ch^{is}, q^{uo}d null^{us} vic^{ecom}es, v^{el} Constabular^{ius}, v^{el} alijs [= alius] Ball^{iuis} n^{ost}er habeat posse v^{el} ingr^{essu}m in p^{re}dⁱcⁱs t^{er}ris, feod^{is}, v^{el} ho^{uor}ib^{us} suis, set totu^m p^{er}tineat ad p^{re}dⁱc^{tu}m Ep^{iscopu}m et succ^{essoribus} suis, et p^{re}dⁱcⁱs Priorⁱ et Mo^{na}ch^{is}, p^{re}ter at^{ach}iament^a de plac^{itis} corone. Et volum^{us} q^{uo}d (si) p^{re}dⁱc^{tu}s Ep^{iscopu}s et succ^{essores} sui, et p^{re}dⁱcⁱ p^{ri}or et Mo^{na}chⁱ sint in p^{er}petu^m quieti de o^mnⁱb^{us} eschapijs lat^{ro}nu^m et omⁿiu^m alio^{rum} p^{ri}sonu^m.

P^{re}ter ea concessim^{us} p^{re}dⁱc^o Ep^{iscop}o et succ^{essoribus} suis, et p^{re}dⁱcⁱs Priorⁱ et Mo^{na}ch^{is} q^{uo}d, licet p^{ro}cessu t^{em}p^{or}is aliqua lib^{er}atu^m eis concessar^{um}, quocu^mq^{ue} ca^su contingente, vsi noⁿ fu^{er}int, eccl^{esiam} (*sic*) v^{el} ei^{us} lib^{er}tate vtant^{ur} absq^{ue} omⁿi con^{tra}dicⁱone, noⁿ obstante eo q^{uo}d aliquo ca^su [contin]gent^e ea vsi noⁿ fu^{er}int.

Concessim^{us} et^{iam} q^{uo}d (si) p^{re}dⁱc^{tu}s Ep^{iscopu}s et succ^{essores} [sui et p^{re}dⁱcⁱ]² Prior et Mo^{na}chⁱ q^{uo}d ip^{si} et o^mnes ho^mines sui de omⁿi^{us} feod^{is} suis [sint] quieti imp^{er}petu^m de theolon^{io} p^{er} tota^m t^{er}ram n^{ost}-ram, de sect^{is} schy^{rum}, hund^{redorum}, et de rep^{ar}acⁱone castall^{orum}, et de omⁿi^{us} alijs op^{er}acionib^{us}. Omⁿes aute^m lib^{er}tates p^{re}dⁱc^{tas}, et lib^{er}as consuet^{udines}, et quietancias concessim^{us} p^{ro} n^{obis} et

F. 38a.

¹ The text is obviously corrupt; "ecclesiam vel eius libertate" is probably a blunder for "nichilominus tamen eadem libertate" (cf. *Charters of Selborne Priory*, p. 12, where a similar expression occurs).

² MS. worn.

displeasure, that any one intermeddle to collect or receive the said amercements, or to make distraint on that account, except by the will of the said bishop and his successors, and the said prior and monks.

We have granted also to the same bishop and his successors, and to the said prior and monks, that if any man of their lands and fees ought to lose life or limb for his offence, or should flee and be unwilling to stand his trial, or commit any other offence for the which he ought to lose his chattels, wheresoever justice should be had of him, whether in our court or in any other court, all his chattels should be to the aforesaid bishop and his successors, and to the aforesaid prior and monks. And that it should be lawful to the same bishop and his successors, and to the aforesaid prior and monks, without any hindrance of our sheriffs, or of any bailiffs whosoever, of us or of others, to put themselves in seizin of the aforesaid chattels in the aforesaid cases and in others, when our bailiffs, if those chattels pertained to us, might and ought to seize them on our behalf.

Furthermore have we granted to the said bishop and his successors, and to the aforesaid prior and monks, that no sheriff, or constable, or other bailiff of us should have power or ingress³ in the aforesaid their lands, fees or honours, but that it should pertain entirely to the said bishop and his successors, and to the said prior and monks, except attachments concerning pleas of the crown. And we will that the said bishop and his successors, and the said prior and monks be quit for ever of all escapes of robbers and all other prisoners.

Furthermore have we granted to the said bishop and his successors, and to the said prior and monks, that although in process of time, through some contingency, they had not used some or other of the liberties granted to them, they should [nevertheless] enjoy [the same] liberty without any contradiction,⁴ notwithstanding that through some contingency they had not used it.

We have granted also that the said bishop and his successors, and the said prior and monks, both they and all their men, in all their fees, be quit for ever of toll throughout all our land, of suits of shires and hundreds, of the repair of castles and all other works. Moreover, all the liberties aforesaid, and free customs, and exemptions, we have granted for ourselves and our

³ "Ingress," capacity or right of entrance (cf. *New Engl. Dict.*).

⁴ *i.e.*, that in spite of non-user of any of the above liberties, the said bishop and his successors shall not in the future be deprived of the enjoyment of the said liberties.

hered^{ibus} nostris, et presentⁱ carta confirmauim^{us} deo, et ecclesie sancti Swythini Wynton^{ie}, et predicto Ep^{iscop}o et successoribus suis, et predictis Priorⁱ et Monach^{is}, [ut ipsi] et omnes homines sui [per] terras et feoda sua habeant predictas libertates et liberas consuetudines et quietantias, bene et in pace, integre et plenarie, in omnibus rebus et locis in perpetuum, sicut predictum est.

Hij testibus, W., Karliol^{ensi} Ep^{iscop}o, H. de Burgo, Comite Cant^{ie}, justiciario Angl^{ie}, Philippo de Albion^e [?]², Ricard^o Argentene, Radulpho filio Nicholai, Godefrido Craucombe,³ Johanne filio Philippi, Galfrido Dispensario, Ricard^o filio Hugonis, Henrico de Capella et alijs. Datum per manum venerabilis patris Radulphi, Cicestr^{ensis} Ep^{iscopi}, cancellarii nostri, [apud] Lamheyam, vicesimo die Januarii, Anno Regni nostri sextodecimo.

[Exemplification
by Bishop
Nicholas,
A.D. 1268.]

Ideo vniuersitate vestram rogamus et monemus in domino quatinus homines Wyntonie ecclesie, cum per vos transierint vel ad vos declinauerint, manuteneatis, protegat^{is}, et defendatis, non inferentes eis molestiam, iniuriam, aut grauamen, vel inferri permittentes, contra tenorem cartarum predictarum. In quorum omnium testimonium presenti scripto sigillum nostrum duximus apponendum. Datum et deliberatum [?]⁴ Anno Domini M^o CC^{mo} lx^o octauo, translationis nostre primo.

[II.—*Lawsuit between John le Coupere of Farnham, tenant of the Bishop of Winchester, and the Bailiffs of Southampton (6-9 Edward II, A.D. 1312-1316).*]

F. 38b.

Johannes de Shirlee, Will^{elm}us ffoghel, et Will^{elm}us Basyngrom iunior in misericordia propluribus default^{is}, etc.

Iidem Johannes et alij sum^{moniti} fuerunt ad respondendum Johanni le Coupere de farnham pro placito, quare ceperunt catalla ipsius Johannis le Coupere et ea iniuste detinuerunt contra vadum et plegium, etc. Et unde idem Johannes le Coupere per Will^{elmum} de Preslonde, attornatum suum, queritur quod predictus Johannes de Shirlee et alij, die Mercurii proximo post festum omnium sanctorum, in villa de Suthampton, in parochia sancte Crucis, in communis vico, ceperunt vnum Coreum bouinum precij trium solidorum et vnum Cultellum precii

¹ A space is left blank in the MS.

² In a charter of A.D. 1234 he is called "Philippus de Albinlaco" (cf. *Charters of Selborne Priory*, p. 13).

³ Or Crancombe. He is called "Godefridus de Craucumbe" in a charter of Selborne Priory, A.D. 1234 (*opus cit.*, p. 13).

⁴ MS. worn.

heirs, and by the present charter have confirmed to God, and to the church of Saint Swithun of Winchester, and to the said bishop and his successors, and to the said prior and monks, that [they and] all their men may have [throughout] their lands and fees the aforesaid liberties, free customs and exemptions, well, peaceably, entirely and fully, in all things and places for ever, as is aforesaid.

Witnesses : W[alter],⁵ Bishop of Carlisle, H[ubert] de Burgh, Earl of Kent, Justicer of England
Phillip of St. Albans (?), Richard Argentene, Ralph Fitz Nicholas, Godfrey Craucombe, John Fitz Phillip, Geoffrey Dispenser, Richard Fitz Hugh, Henry de Capella and others. Dated by the hand of the venerable Father Ralph, Bishop of Chichester, our chancellor, at Lambeth, on the 20th day of January, in the sixteenth year of our reign. [A.D. 1232.]

Therefore we pray and admonish you all in the Lord, that when the men of the church of Winchester journey through or resort to your [parts], ye maintain, protect, and defend them, not doing nor permitting to be done unto them any molestation, injury, or annoyance, contrary to the tenor of the aforementioned charters. In testimony of all these things we have thought it fitting that our seal should be affixed to the present writing. Dated and delivered in A.D. 1268 and in the first year of our translation.

John of Shirley,⁶ William Foghel, and William Basyngrom junior, in mercy for several defaults, etc.

The same John and the others were summoned to answer John le Coupere of Farnham of a plea, wherefore they seized the chattels of the same John le Coupere and wrongfully detained them against gage and pledge, etc. And thereof the same John le Coupere, by William de Preslonde, his attorney, complains that the said John of Shirley and the others, on the Wednesday next after the feast of All Saints, in the town of Southampton, in the parish of Holy Rood, in the common street, took an ox-hide of the price of three shillings and a knife

⁵ *i.e.*, Walter Mauclerk, Bishop-elect of Carlisle in A.D. 1223; according to Fosse he became treasurer in 1232 and was expelled early in 1233 through the influence of Peter des Roches (cf. *Dict. Nat. Biog.*, Vol. XXXVII, pp. 79, 80).

⁶ John de Shirlee (also Shirle, Sherley, Schyerlye, etc.) was Mayor of Southampton in A.D. 1300-1 and again in 1311-2; William Foghel (or Fugehel) and William Basingrom, jun., were bailiffs of the town in the latter year, so that the offence must have been committed in 1311-2.

vni^{us} denariⁱ ip^si^{us} Joh^{ann}is le Coup^{ere}, et iniuste detinueru^{nt} con^{tra} vadium^m et pleg^{ium}, etc., quousq^{ue}, etc., unde dicit q^{uo}d deter^{ioratus} est et dampnu^m h^{ab}et ad val^{entiam} centu^m solidoru^m et inde p^{ro}ducit sectam, etc.

Et Joh^{annes} de Shyrlee et alij p^{er} Joh^{annem} ffykeys, attorn^{atum} suu^m, ven^{iunt} et defend^{unt} vim et iniur^{iam}, q^{ua}n^{do}, etc. Et p^{re}d^{ic}t^{us} Joh^{annes} de Shyrlee b^{ene} defend^{it}, q^{uo}d ip^se noⁿ cepit p^{re}d^{ic}ta Catalla, sicut p^{re}d^{ic}t^{us} Joh^{annes} le Coup^{ere} querit^{ur}, et de hoc ponit se sup^{er} p^{at}riam, et Joh^{annes} le Coup^{ere} similiter. Et p^{re}d^{ic}ti Will^{elm}us et Will^{elm}us quo ad Captacio^{nem} p^{re}d^{ic}ti Cultelli b^{ene} defendit, q^{uo}d ip^si noⁿ cep^{er}unt cultellu^m illu^m, set quo ad captacio^{nem} p^{re}d^{ic}ti Corei b^{ene} aduocant p^{re}d^{ic}tam captacio^{nem} et iuste etc., quia, dicunt, q^{uo}d ip^si die cap^{ta}cioⁿis p^{re}d^{ic}te fu^{er}unt balli^{ui} ville Suth^{am}tonie, q^{ua}m quidam [= quidem] vill^{am} ip^si et alij Burgens^{es} eiusd^{em} ville tenent de d^{omi}no Rege ad feodiⁱ firma^m, redd^{entes} inde ad sc^ac^{ariu}m d^{omi}ni Regis trescent^{um} et xl. m^{ar}c^{as}, rati^{one} cui^{us} firme balli^{ui} eiusd^{em} ville Suth^{am}tonie semp^{er} hucusq^{ue} p^{er}cip^{ere} consuev^{er}unt theoloneu^m et stallag^{ium} de sing^{ulis} reb^{us} in ead^{em} vill^e empt^{is} ad m^{er}cand^{is}am. Et quia p^{re}d^{ic}t^{us} Joh^{annes} le Coup^{ere}, tenens Ep^{iscop}i Wynton^{iensis}, emit, p^{re}d^{ic}tis die et anno, p^{re}d^{ic}tum coreu^m, p^{ro} quo ijd^{em} balli^{ui} pe(s)tieru^{nt} ab eod^{em} Joh^{annem} [= Johanne] vnu^m obolu^m no^miⁿe theolonei, v^{el} q^{uo}d id^{em} Joh^{annes} affidasset, q^{uo}d coreu^m illu^m noⁿ emebat ad m^{er}cand^{is}am. Et jd^{em} Joh^{annes} affidar^e seu obolu^m p^{ro} theoloneo solu^{ere} noⁿ curauit, dicendo se et alios ho^miⁿes tenentes ip^si^{us} Ep^{iscop}i esse quietos et [= de] p^{re}stacioⁿe theolon^{ei} de omⁿi^bus reb^{us}, m^{er}cimoni^{is}, et m^{er}candis^{is} empt^{is} etc. ijd^{em} Balli^{ui} p^{re}d^{ic}tum coreu^m p^{ro} p^{re}d^{ic}to obolo ad Theolon^{eum} no^miⁿe vadij cep^{er}unt, sic^{ut} eis b^{ene} licuit. Et q^{uo}d ip^si et omⁿes alij balli^{ui} eiusd^{em} ville, a t^{em}p^{ore} quo noⁿ extat memoria, vsi sunt p^{er}cip^{ere} theolon^{eum} in p^{re}d^{ic}ta villa, tam de h^{omin}i^bus tenentib^{us} ip^si^{us} Ep^{iscop}i et p^{re}decessoru^m suoru^m, q^{ua}m alijs quib^{us}cu^mq^{ue}, de omⁿi^bus in ead^{em} vill^a de Suth^{am}ton empt^{is} ad m^{er}candis^{am} etc., p^{re}tendit [=pretendunt] verificat^e sicut Cur^{ia} con^{siderau}er^{it}, etc.

Et Joh^{annes} le Coup^{ere} dicit, q^{uo}d p^{re}d^{ic}ti balli^{ui} p^{re}d^{ic}tam Cap^{ta}cio^{nem} sup^{er} ip^sa^m iust^{iti}am aduocar^e noⁿ possont [=possunt] in hac p^{ar}te, quia dicit, q^{uo}d ip^se et omⁿes alij ho^miⁿes et tenent^{es} p^{re}d^{ic}ti

1 *i.e.*, when and where it shall behove them.

2 After the Conquest the mark became fixed at 160 pence, *i.e.*, 13s. 4d. or £2 (cf. *New Engl. Dict.*);

of the price of one penny from the same John le Coupere, and wrongfully detained them against gage and pledge, etc., until etc., whereby, so he says, he is a loser and has damage to the value of one hundred shillings; and thereof he produces suit, etc.

And John of Shirley and the others, by John Fykeys, their attorney, come and defend tort and force, when¹ etc. And the said John of Shirley makes a good defence that he did not take the said chattels, as the said John le Coupere complains, and thereof puts himself on the country, and John le Coupere does likewise. And the said William and William, as regards the capture of the said knife, make a good defence that they did not take that knife, but, as regards the capture of the said hide, they fully avow the said capture and justly etc., because they say that on the day of the said capture they were bailiffs of the town of Southampton, which town indeed they and the other burgesses of the same town hold from the Lord King in fee farm, paying therefor into the exchequer of the Lord King 340 marks,² by reason of which farm the bailiffs of the same town of Southampton were hitherto always used to levy toll and stallage of all goods bought in the same town for merchandise. And because the said John le Coupere, a tenant of the Bishop of Winchester, bought on the said day and year the said hide, for which the same bailiffs demanded of the same John one half-penny in the name of toll, or that the said John should certify that he did not buy that hide for merchandise. And the same John did not care either to certify or to pay the half-penny for toll, saying that he and the other tenants of the said bishop were quit of the payment of toll on all goods, commodities, and merchandise bought³ etc. The same bailiffs took the said hide in the name of pledge for the said half-penny of toll, as it was well lawful for them [to do]. And that they and all other bailiffs of the same town, time out of mind, have been used to levy toll in the said town, as well from the tenants of the said bishop and his predecessors as from any others, of all things bought in the town of Southampton for merchandise, etc., they offer to prove as the court shall consider, etc.

And John le Coupere says that the said bailiffs cannot avow the said capture on the same justification in this case, because he says that he and all other men and tenants of the said bishop

340 marks were therefore equivalent to £200 + 40 marks, or £226 13s. 4d., *i.e.*, the fee-farm rent paid by the burgesses since A.D. 1276 (cf. Introduction, par. 41).

³ *i.e.*, bought in the town of Southampton.

Ep^{iscopu}i et p^{re}decesso^{rum} s^{uorum} p^{er} lib^{er}tate^m p^{re}decessorib^{us} ip^sius Ep^{iscopu}i concessam semp^{er} acten^{us} quieti fu^{er}unt et esse consuev^{er}unt a p^{re}stacⁱoⁿe theolon^{ei} in p^{re}dⁱcta vill^a de Suth^{am}ton, et hoc p^{ar}atus est v^{er}ific^{are} p^{er} p^{at}riam, sic^{ut} Cur^{ia} hic considerau^{er}it q^{uo}d ip^s(i)e [= ab ipso?] v^{er}ificacⁱoⁿem illam sine p^{re}dⁱc^to Ep^{iscopu}o, d^{omi}no suo, expectar^e possit seu debeat etc. Et p^{re}dⁱc^ti Will^{elm}us et Will^{elm}us similiter quo ad v^{er}ificacⁱoⁿem illam q^{ua}m p^{re}dⁱc^tus Joh^{annes} le Coup^{er}e eis p^{re}tendit alt^{erum} [?] adm^{it}te^{re} noⁿ possont¹ sine Alderman^{no} et co^mmunitate p^{re}dⁱc^te vill^e Suth^{am}tonie, Et pet^{unt} auxiliu^m de ip^sis, etc. Ideo, tam p^{re}dⁱc^tus Ep^{iscopu}s, q^{ua}m p^{re}dⁱc^ti Alderm^{annus} et co^mmunitas (et) sum^{moniti}, q^{uo}d sint hic a die s^{an}c^te Trⁱnitat^{is} in xv dies ad r^{espo}ndend^m similiter; ro^{tulo} lxx.

[Royal
Writ to
the Sheriff
of South-
ampton.]

Rex vic^{ecomiti} Suth^{am}tonie, salt^{em}. Sum^{mone} p^{er} bonos sum^{monitores} Henricu^m Ep^{iscopu}m Wynt^{onie}, q^{uo}d sit cor^{am} Just^{iciariis} n^{ost}ris ap^{ud} Westm^{onasterium}, a die s^{an}c^te Trⁱnitat^{is} in xv dies, ad r^{espo}ndend^{um} Will^{elm}o ffogh[el] et Will^{elm}o Basingrom, simul cu^m Joh^{anne} le Coup^{er}e de ffarnham, si volu^{er}it, de eo, q^{ua}r^e ijd^em Will^{elm}us et Will^{elm}us cep^{er}unt q^{uo}dd^am coreu^m bouinu^m ip^sius Joh^{annis} et eu^m iniuste detinuerunt con^{tra} vadⁱum et pleg^{ium}, vt dicit. Et vn^{de} id^em Joh^{annes} in ead^em Cur^{ia} n^{ost}ra dixit, q^{uo}d ip^se est tenens p^{re}dⁱc^ti Ep^{iscopu}i, et q^{uo}d id^em Ep^{iscopu}s et om^{ne}s tenentes sui semp^{er} hucusq^{ue} quieti fu^{er}unt de theolon^{eo} in vill^a Suth^{am}tonie, sine quo noⁿ potest eis inde r^{espo}ndere.

Sum^{mone} etiam p^{er} bonos sum^{monitores} Alderm^{annum} et co^mmunitate^m p^{re}dⁱc^te vill^e Suth^{am}tonie, q^{uo}d sit [= sint] ap^{ud} Westm^{onasterium} ad p^{re}fatu^m t^{er}miⁿu^m p^{re}dⁱc^to Joh^{anni}, simul cu^m p^{re}dⁱc^tis Will^{elm}o et Will^{elm}o, si volu^{er}int, de p^{re}dⁱc^to placito. Et vn^{de} ijd^em Will^{elm}us et Will^{elm}us in ead^em Cur^{ia} n^{ost}ra dix^{er}unt, q^{uo}d ip^si tanq^{ua}m Ballⁱuⁱ ip^sorum Alderm^{anni} et co^mmunitatis cep^{er}unt p^{re}dⁱc^tu^m coreu^m in p^{re}dⁱc^ta vill^a Suth^{am}tonie p^{ro} theoloneis aret^{ro} existentⁱbus, sine quib^{us} noⁿ possu^{nt} ei r^{espo}ndere. Et h^{abe}atis ibi sum^{monicionem} et hoc bre^{ve}.

Teste W. de Bereford, ap^{ud} Westm^{onasterium}, xvj die feb^{ruarii}, anno r^{egni} n^{ostri} sexto.

¹ i.e., possunt.

² For the use of this word to denote the chief officer of the town, cf. Introduction to Vol. I, par. 9, and note 2, p. xx.

and his predecessors, by a liberty granted to the predecessors of the same bishop, have hitherto always been quit and accustomed to be quit of the payment of toll in the said town of Southampton, and this he is ready to prove by the country, so far as the Court shall here consider that it can and ought to expect that proof from him without the aforesaid bishop, his lord. And the said William and William [say] likewise, that without the alderman² and community of the said town of Southampton they cannot for their part accept the proof which the said John le Coupere offers to them, and they seek aid of the same etc. Therefore both the said bishop and the said alderman and community are summoned to be here in fifteen days from the day of Holy Trinity, to answer in like manner. Roll 70.

The King to the Sheriff of Southampton, greeting. Summon by good summoners Henry,³ Bishop of Winchester, to appear before our justices at Westminster, in fifteen days from the day of Holy Trinity, to answer William Foghel and William Basingrom, together with John le Coupere of Farnham, if he wish, of the plea, wherefore the same William and William took a certain oxhide from the same John, and unjustly detained it against gage and pledge, as he says. And whereby the same John in the same our court said that he was a tenant of the said bishop, and that the same bishop and all his tenants had hitherto always been quit of toll in the town of Southampton, without which he cannot answer thereof to them.

Summon also by good summoners the alderman and community of the said town of Southampton to be at Westminster at the aforementioned term, [to answer] the said John together with the said William and William, if they wish, of the said plea. And whereby the same William and William said in this our court that they took the said hide in the said town of Southampton as bailiffs of the same alderman and community for tolls in arrears, without which they cannot answer thereof to him. And herewith receive summons and this writ.

Witness: W. de Bereford, at Westminster, on the 16th day of February, in the sixth year of our reign. [A.D. 1313.]

³ Henry de Merewell (or Woodlock), Bishop of Winchester, A.D. 1305-16.

[Renewal
of the
Suit at
West-
minster.]

Postea a[d] diem illu^m veniunt, tam p^{re}dⁱcⁱ Joh^{ann}es le Coup^{er}e et Hen^{ric}us Ep^{iscop}us, q^{ua}m p^{re}dⁱcⁱ Will^{elm}us et Will^{elm}us, Alderm^{annus} co^mmunitatis,¹ p^{er} p^{re}dⁱc^{tos} attorn^{atos} suos. Et ijd^{em} Will^{elm}us et Will^{elm}us, Alderm^{annus} (et) co^mmunitat^{is} dicu^{nt}, sic^{ut} ip^si Balliⁱ p^{ri}us dix^{er}unt, q^{uo}d ip^si et om^{ne}s alij Alderm^{anni} et balliⁱ et Burg^{enses} p^{re}dⁱc^{te} vill^e Suth^{am}tonle, a t^{em}p^{ore} quo noⁿ extat memoria, semp^{er} hucusq^{ue} p^{er}cip^{ere} con^{sue}ru^{nt} tolnetu^m et stall^{agium} de singulis reb^{us} in ead^{em} vill^e empt^{is} ad m^{er}candizand^{um}, ta^m² de ho^{mi}nib^{us}, tenentib^{us} p^{re}dⁱc^ti Ep^{iscop}i, q^{ua}m alijs, absq^{ue} hoc q^{uo}d ijd^{em} ho^{mi}nes et tenentes eiusd^{em} Ep^{iscop}i fuissent quieti de tolneto in ead^{em} vill^a p^{re}stand^o, p^{er} aliq^{uam} lib^{er}tate^m ip^si Ep^{iscop}o et p^{re}decessorib^{us} suis concessam, etc., sicut p^{re}dⁱcⁱ Joh^{ann}es le Coup^{er}e [et] Ep^{iscop}us dicu^{nt}, et de hoc poⁿunt se sup^{er} p^{at}ria^m; et Joh^{ann}es le Coup^{er}e et Ep^{iscop}us similit^{er}.

[Jury sum-
moned.]

Ideo, p^{re}ceptum est vic^{ecomiti}, q^{uo}d venir^e fac^{iat} hic in crastino s^{an}c^ti Martini xij etc., p^{er} quos etc., et qui n^{unc} etc., ad recogn^{oscendum} etc., quia ta^m etc., Hillar vj; ro^{tulo} lxxij.

[Verdict
of the
Jurors.]

Postea ad diem illu^m, scilicet a die Pasch^e in tres septiman^{as}, anno ix^o, ven^{er}unt p^{ar}tes p^{er} attorn^{atos} suos, et similit^{er} iur^{ati} de consilio p^{re}dⁱc^{toru}m electⁱ, qui dicu^{nt}, sup^{er} sac^{ramentu}m suu^m, q^{uo}d p^{re}dⁱc^{tu}s Ep^{iscop}us et om^{ne}s ho^{mi}nes et tenent^{es} eiusd^{em} Ep^{iscop}i semp^{er} hucusq^{ue}, a t^{em}p^{ore} quo noⁿ extat memoria, fu^{er}u^{nt} quieti a theolon^{eo} p^{re}stando de omⁿib^{us} reb^{us} m^{er}cimoniis suis in villa p^{re}dⁱc^a. Ideo, consid^{eratum} est q^{uo}d p^{re}dⁱcⁱ Joh^{ann}es, etc. Et Ep^{iscop}us inde sine die et p^{re}dⁱcⁱ Will^{elm}us et Will^{elm}us et Alderm^{annus} et Balliⁱ in m^{isericordia} et dampna xl. s^{olidorum}.

1 Perhaps we ought to read "Aldermannus et Communitas," and again just below.

2 "Tam" overlined.



Afterwards, on that day come as well the said John le Coupere and Bishop Henry, as the said William and William, [and] the alderman of the community, by their said attorneys. And the same William and William, [and] the alderman of the community say, even as the same bailiffs had said before, that they and all other aldermen and burgesses of the said town of Southampton had hitherto, time out of mind, been used to levy toll and stallage of all things bought in the same town for merchandise, as well from the men and tenants of the said bishop as from others, apart from this that the same men and tenants of the same bishop were quit of the payment of toll in the same town, in virtue of any liberty granted to the same bishop or his predecessors, etc., as the said John le Coupere and the bishop say, and thereof they put themselves upon the country, and John le Coupere and the bishop do likewise.

Therefore, the sheriff was commanded to cause to come here, on the morrow of Saint Martin's day, twelve [jurors] etc., by whom etc., and who now etc., to find judgment, etc., because both etc., the sixth day after Hilary. Roll 72.

Afterwards on that day, namely, in three weeks from Easter day, in the ninth year [A.D. 1316], the parties came by their attorneys, and likewise the jurors chosen of the counsel of the aforesaid, who say on their oath that the said bishop and all the men and tenants of the same bishop have hitherto always, time out of mind, been quit of the payment of toll of all their goods and merchandise in the town aforesaid. Therefore, it is awarded that the said John etc., and the bishop go thence without a day, and that the said William and William, and the alderman and bailiffs, be in mercy and damage 40s.



CHAPTER IX.

[THE CHARTER OF OLERON, OR THE LAWS OF THE SEA
(FOURTEENTH CENTURY VERSION).]

F. 40a. I. Coe est la chartr^e Doylyroun¹ de Jugementz du Meer. Premiermentz² lem fait³ vn hom^{me}⁴ mestr^e⁵ de vne Nieff.⁶ La Nieff est a dieux⁷ ou a troiz. La Neiff sempartz⁸ du pais dount⁹ ele est, et vintz a Burdeaux,¹⁰ ou ala Rochele,¹¹ ou ailours,¹² et se frette [a]¹³ aler en pays estraungez.¹⁴ Le mestr^e ne p^{uet} pas vendr^e la Nieff, sil ne ad commaundem^{ent}¹⁵ ou p^{ro}c^{ur}acion de seyn^{vr}s; mes sil y¹⁶ ad mestier de despens^e, il pust¹⁷ bien mettr^e ascunes¹⁸ de app^{ar}eles¹⁹ en gage, p^{ar} consail²⁰ des compaynons²¹ de la Nieff. Et cest²² le Jugem^{ent}²³ en cest²⁴ cas.

For ABBREVIATIONS see Introduction, pars. 68-71.

¹ H.: Ceo est la copie de la chartre Doleroun des jugementz de la mer; B.: Cest la copie des roulles ou chartre d'Olyroon des juggements de meer; P.: Icy comence Oleroun de Jugemens de la meer; V., S.: omit this heading; A.: Les costumes d'Oleron et deu jutgamen de la mar; L.: Asso es la copia deus rolles de Leron de jugemens de Mar; I.: Ceo est la copie des Roules de Oleron et des Juggementz du Mair; K.: Cy commencent les coutumes de la mer. C'est l'establisement des Rolles d'Oleron, faits du Jugement de la mer; Q.: Cy commencent les jugemens de la mer des nefz des maistres des mariniers et aussi des marchans et de tout leur estre; R.: La maniere comment les maistres des navires et marchans et aultres mariniers compaignons se doivent regir et gouverner par le jugement de la mer et roolle d'Olayron; Br.: Dit es de copple van den Rollen van Oleron van den vonnesse van der zee = This is a copy of the Rolls of Oleron of the Judgments of the Sea; G.: Water Recht; F.: Dit is twater recht in vlaenderen; C.: Leyres de Layron.

² H., B., N.: premierement; P.: primerement; A.: prumeysment.

³ H.: lem fet; B., N.: len fait; P.: len fayt.

⁴ B.: omits "homme."

⁵ N.: maistre.

⁶ B.: nief; H., N., P.: nef.

⁷ H.: deus hommes; B., N.: deux hommes (all MSS. except P. have "hommes" here); Br.: il. mannen or drie; G.: to twee ofte dren; F.: toe him twee lof hem dren; K.: a deux ou a plusieurs compaignons; Q.: a plusieurs compaignons; C.: omits these words.

⁸ B.: sempart; H., N., P.: sen part; V.: sen partie.

⁹ B., N.: dount elle est; P.: dount y l'est.

¹⁰ H.: Burdeaux; B.: Bourdeaux; N.: Bordeaux; Br., G., F.: add "Sluus" (or "Slues") before "Bordeus."

¹¹ N., V.: a la Rochelle; B., K., Q.: omit these words; R.: Rouen.

¹² H., B.: ailours; N.: ailleurs; P.: aylours.

[TRANSLATION.]

1. This is the Charter of Oleron of the Judgments of the Sea. First, a man is made master of a ship. The ship belongs to two or three. The ship departs from the country to which she belongs, and comes to Bordeaux, La Rochelle, or elsewhere, and is freighted to go to a strange country. The master may not sell the ship unless he has a mandate or procuration from the owners; but if he has need of provisions,²⁵ he may well put some of the ship's apparel in pledge, upon consultation with the ship's company. And this is the judgment in this case.

¹³ H.: freite a aler; B., N., P., V.: frette p(o)ur aler; A.: affreta pour aller; Q., R.: frette a aller.

¹⁴ H.: estraunge; B., P.: estrange; N.: estranges; R.: en Lescosse ou en autrre pays estrange.

¹⁵ H.: nad comaundement; B.: nait commandement; N.: na commandement; P.: alone has "sanz comandement"

¹⁶ H.: si il ad mestler de despenses; B.: sil ait mestler des despensees; N.: sil a mestler de despens; P.: sil ad mester des espencis; V.: sil ad mister de despenses; A.: si il ert mestliers de despensas; Q., R., K.: sil a mestler dargent pour les despens de la nef; Br.: maer heeft hi to doene van vitaelgen = but if he has need of victuals; C.: si el maestre ha menester alguna cosa para expensa della.

¹⁷ H.: il pout; B., P., V.: il poet; N.: il puet.

¹⁸ B., V.: ascuns; N.: aucuns; P.: ascouns.

¹⁹ H.: apparailles; B., V.: appareilles; N.: apparellz; P.: aparelez; A.: appareihs.

²⁰ H.: conseil; B., N.: conseil; P.: consayl; V.: consaille.

²¹ H.: compaignouns; B., N., P., V.: compaignons; A.: companhons; K.: compaignons mariniers; Q., R.: mariniers; C.: marineros.

²² H., P.: ceo est.

²³ B., N.: juggement.

²⁴ H., P.: ceo cas; N.: ce cas.

²⁵ Twiss translates: "if he has need of money for his expenses" (Vol. III, p. 5), but points out that "despense" in O.F. often means provisions. Indeed, the earliest Flemish versions have rendered "despense" by "vitaelgen," *i.e.*, victuals. Pardessus, on the other hand, follows the reading of R., and translates: "s'il a besoin d'argent pour le service du navire." As all other MSS. have "sil ad" instead of "sil y ad," I have omitted "y" in the translation.

2. Vne Nieff est en vn¹ hauene et demoert² p^{ur} attendr^e son temps,³ et q^{ua}unt vient a son p^{ar}tir, le mestr^e [deit]⁴ p^{re}ndr^e conseil oue⁵ les marin^{ers},⁶ ces compaignou^s, et lour dire : "Seygn^{urs}, vo^{us} auetz⁷ cest temps." Ascun y auera⁸ q^e dirra, "le temps nest pas bon,"⁹ et ascunes q^e dirrentz,¹⁰ "la temps est bel¹¹ et bon." Le mestr^e se doyt¹² acorder oue le plus des compaynouns. Et sil fait¹³ autreme^{nt}, Il est tenuz de¹⁴ rendre la Nieff et les darrez,¹⁵ si ele se semp^{er}doyt,¹⁶ si il ad de quey.¹⁷ Et cest le Jugem^{ent} en cest cas.

3. Vne Nieff se empierd¹⁸ en ascunes t^{er}res¹⁹ ou en quel lieu²⁰ q^e se soit, les mariners sount²¹ tenuz a sauuer²² les plus qil porront²³; et sils y²⁴ aydent, le mestr^e est tenuz a engager,²⁵ sil ne²⁶ ad deniers, [de ce] qils sau^{er}ent, [pur]²⁷ le remeyn^{er} en lur

1 H. : en une havene; N. : en ung haven; P. : en hauene; A. : en ung faune; L. : en una aqua; K., Q., R. : ung havre.

2 H. : demoere; N. : demeure; P. : demoure; B. : omits.

3 Br. : ombeldende tild ende wind = waiting for its time and wind; Q., R. : pour attendre son fret et son temps; K., C. : like MS.

4 H. : deit prendre; B., N., V. : doit prendre; P. : doyt prendre.

5 N. : avec; P. : of; A. : am; L. : en.

6 All other versions omit "les mariners."

7 H. : vous avez; B., N., V., A. : nous avons; P. : nous avoums; R., Q. : vous hai(s)te; K. : vous haite-t-il; E. : vous hette; Br., G., F. : wil hebben; C. : que vos semeja.

8 H., B., N. : y aura.

9 K. : Cest temps n'est pas bon, car il est nouveau venu et le devons laisser asseoir; Q., E., R. (but not C.) : agree with K.

10 H., P. : dirrout; B., N. : diront; V. : omits "le temps nest pas bon et ascunes qe dirrentz."

11 B., V. : beal et bon; C. : omits the second answer.

12 H. : est tenuz de ceo acorder ove les plus; B. : se doit accorder oue le plus; N. : soy doit accorder avec le plus; P. : doyt acorder oue les plus; V. : soy doit accorder ou le plus; A. : se doit acorder avec le plus; Q. : le maistre est tenu soy accorder o le plus (R., K., E. have similar readings); C. : el maestre es tenuto de se acordar con la mayor parte.

13 H. : fet; B. : fesoit; N., V., R. : faisoit; A. : fesoit; K., Q., R., E. add : et la nef se perdoit.

14 H. : le mestre est tenu a rendre; N. : il est tenu a rendre; P. : il est tenus a rendre; V. : il est tenuz a rendre; A. : il est temps (L. : tengut) darendre.

15 M. : les darrels; H. : les darrees; B. : darres; N. : les denrees; P., V. : les darres; Q., R., E. : la somme quelle seroit prisee; C. : mercaderias.

16 H. : si il emperdrout; B. : sils semperdout; N. : se elles se perdent; P. : syl semperdout; V. : si els se perdent; A. : si elas si perdent; Q., R., E., C. : omit these words.

17 H., M., Ra., Br. : omit "sil il ad de quey"; B. : sil ait de quol; P. : sy il ad de quey; N. : aux seigneurs dicelles sil a de quoy; V. : as seigneurs dicelle sil ad de quoy; A. : si il ya decoy; R. : sil a dequoy; G., F. : vnde heft he also vele; C. : si ha de que.

18 H. : sempert; B. : sempart; I., K., P., A. : senpart; N. : se peryt; V. : sole perie; L., Q., R. : se pert; Br. : brelet; C. : se pierde.

2. A ship is in a haven, and stays to await her time,²⁸ and the time comes for her departure, the master shall take counsel with the mariners, his companions,²⁹ and say to them: "Sirs, you have this weather." There will be some who will say, "the weather is not good," and some who will say, "the weather is fine and good." The master is bound to agree with the greater part of his companions. And if he does otherwise, he is bound to replace the ship and the goods, if they are lost, if he have wherewithal. And this is the judgment in this case.

3. If a ship is lost in any land or in any place whatever, the mariners are bound to save the most that they can; and if they assist, the master is bound, if he have not money, to pledge some of the goods which they have saved, and to convey them back to their country.³⁰ And if they do not assist, he is not bound to

19 H.: en ascun teres; M., N.: en aucunes terres; V.: en ascuns terres.

20 H.: quel leu qe ceo; N., Q., R.: quelque lieu que ce; P.: en quel lu que ce; V.: quelle lieu que ce.

21 B., N., P., A.: sont.

22 N.: saulver; P., V.: salver.

23 H.: purront; B.: purront; P.: porront; A.: pourront; N., V.: p(o)urront de la n(l)ef et des biens; K.: pourront sauver; R.: pourront saulver des biens de ladite nef et des denrees; Br.: zo zil meest moghen; C.: lo mas que pudieren de las mercaderias que fueren en la dicha nao.

24 M., H., P., A.: "y" omitted; K., Q., R., E.: sils aident a les sauver.

25 B.: de engager; N.: a engalger; P.: a gages; Br., G., F.: mis-translate this word; C.: de empenar (see below).

26 H.: sil nad deniers; B.: sil ait deniers; P.: syl nayt denyers; N., A.: sil na deniers; V.: sil nad deners.

27 H.: de ceo qil sauverount e les remener; B.: de ce qils sauverent pour les remesulr; P.: de ced quilz sauront pur les remesulr; N.: de ce quilz auront saulve pour les ramener; V.: de ce qils aueront saluez pur le reamesner; A.: de que ilz sauveront por lor remener. The sense is slightly different in Br.; the whole passage runs: hi es hem sculdich haren dienst, ende helst dat hi gheen ghelt en helft van dat zil helpen behouden, hi esse sculdich weder tharen lande te bringhene; G., F.: similar reading; K., Q., R., E.: le maistre est tenu de leur bailleur leur coustz raisonnablement a venir en leur terre. Et sil ont tant saulve, par quoy le maistre le puisse faire, lors ledit maistre peut bien engager des choses qui seront sauvees a aucun preud home pour les avoir (K. further adds: s'il n'a deniers a les ramener en leurs terres); C.: el maestre es tenuto de empenar desto ques salvarre, e si non tiene dineros, deven contribuir a los dichos marineros con que vayan a sus tierras.

28 Pardessus: où il attend le moment favorable de partir. See variants given on the opposite page.

29 The voice given to the crew in all important matters affecting the ship is found for the first time in these Rules, and is altogether unknown to the earlier maritime laws.

30 Our MS. is unfortunately corrupt in this passage, which is one of the most controverted in the Rolls of Oleron; I have completed it with the help of the other English MSS. Pardessus assumes that a whole clause is missing, which he proceeds to reconstitute from K. and E. In English his version would run: "In that case, the master is bound to pay them reasonable wages and their expenses to return to their country, in so far as the value of the goods saved will allow, and if he has not enough money, etc." But none of the earlier MSS. or earlier translations warrant such an emendation. The reading of Br. (see n. 27, above) follows the English MSS. very closely, but the translator was puzzled by the verb "efigager," and disconnected it from its object.

F. 40b. t^{er}res; Et sils ny (ey) eydent¹ mye, [Il nest]² tenuz³ de riens⁴ lur bailler,⁵ ne de lour p^{ur}ueier,⁶ ayns p^{er}dont⁷ lur lowers,⁸ qu^aunt la Nieff est p^{er}due. Et le mestr^e ne put⁹ vendr^e la app^{ar}ails¹⁰ de la Nieff, sil ne ad comaundeme^{nt}¹¹ ou p^{ro}curacion des seign^{ur}s, ayns¹² le doit mettr^e en saue gard^e,¹³ Jesqe ataunt¹⁴ qil sache la volunte des seign^{ur}s¹⁵; Et coe doyt il paier¹⁶ a plus loialeme^{nt}¹⁷ qil porra; et sil fait¹⁸ aultr^eme^{nt}, Il est tenuz al amender,¹⁹ sil ad de quey.²⁰ Et coe est le Jugem^{ent} en cest cas.

4. Vne Nieff semp^{ar}t²¹ de Burdeux ou aillours,²² Il aueynt²³ ascune foytz²⁴ q^e ele sempir^e,²⁵ lem sauue²⁶ le plus q^e lem put des vyns et dautr^{es}²⁷ darrez. Les m^{ar}chauns²⁸ et le mestr^e sont en g^{ra}unt debat,²⁹ et demaunde^{nt} les marchaunz³⁰ du mestr^e auer lur denyrs.³¹ Ils les deuient bien auer, paiaunt lour fret de

¹ H.: sil ny aident; B.: sils naldent my(r)e; N.: silz naldent mye; P.: sils naydout mye; A.: si ilz ne aident mies; K., Q., E. add: des dites choses sauuer; R.: a sauuer lesdicte choses.

² MS. faded.

³ H., A.: il nest tenuz; B., P.: le mestre nest tenu(s); N.: il nest point tenu; V.: il nest point tenuz; Br.: so ne es hi hem niet sculdich; C.: el maestre non es tenuto.

⁴ H.: rens; P.: rien de.

⁵ Ra., M.: lour aider bailler; H.: lour baller; B., N.: leur bailler; P.: lour baylier; V.: lour ballier; K., Q., R., C.: omit these words.

⁶ H.: pourueier; B.: pouruoler; P.: porvleyer; N.: pourveoir.

⁷ H.: ainz perdent; B.: einz perdent; N.: ains perdront; P.: eyns perdront; V.: eins perdront; A.: ans perdront.

⁸ N.: loyers; P.: lower; V.: louwers.

⁹ H.: nad nul poer de; B.: ne post; P.: ne pust; N.: ne puet; A.: no pot; C.: non . . . puede.

¹⁰ H.: apparailles; B.: lappareilles; P.: aparayles; N.: les appareilz; A.: appareilhs.

¹¹ H.: sil nad comaundement; B.: sil nait commandement; P.: si nayt comandement; N.: sil na commandement; V.: sil nad commaundement; A.: sil na commandament.

¹² H.: mes les doit; B., P.: mes les doit; N.: mais les doit; A.: mas le doit.

¹³ H., B., A.: sauue garde; N.: saulvegarde; V., P.: salve garde.

¹⁴ H.: desques al taunt; B.: jusquez a tant; N.: jusques a tant; P.: desques a tant; A.: jusques atant.

¹⁵ H.: lur volunte; B., R.: la volunte des seigneurs; P.: la volunte des seynours; N.: la volente des seigneurs; V.: la voluntee des seignours; A.: la volunte des senhors; Br.: tote wille van den heeren; C.: la voluntat de los sennores.

¹⁶ "paier" is undoubtedly a mistake for "faire"; H., A.: et si doit fero; B.: et ce doit faire; N.: et si doit faire; P.: et si doyt faire; Br.: ende dit te deene; C.: lo deve facer; R.: le doit faire.

¹⁷ H.: a plus loialment; B.: le plus loyalment; N.: a plus loyalement; P.: a plus lealement; V.: a plus loialment; A.: a plus leyaument.

¹⁸ All MSS.: feselt, fesolt or falsoit.

¹⁹ H.: damender; B.: a lamendre; P.: al mendre; A.: alesmender.

²⁰ H.: sil ad de quel; B.: sil ait de quol; P.: si il ayt de quey; N.: sil a de quoy; V.: sil ad de quoy; A.: sil ya dequoy.

furnish them with anything or to provide them with anything, on the contrary, they shall lose their wages, when the ship is lost.³² And the master has no power to sell the apparel of the ship, if he has not a mandate or procuration from the owners, but he ought to place them in safe deposit, until he knows the wish of the owners; and he ought to do this the most loyally that he can, and if he do otherwise, he is bound to make compensation, if he have wherewithal. And this is the judgment in this case.

4. A ship departs from Bordeaux or elsewhere; it happens sometimes that she is lost, and they save the most that they can of the wines and the other goods. The merchants and the master are in great dispute, and the merchants claim from the master to have their [goods].³³ They may well have them, paying

²¹ H. : se part de Burdeaux; B. : sempart de Bourdeaux; N. : sen part de Bordeaux; P. : se prent de Burdeaux; V. : sen partie de Burdeaux; A. : part de Borden; R. : se depart de la Rochelle; Q. : se part de bordeaux; C. : parte de Burdel; Br. : vaert jof sceedt van der Sluus.

²² H. : ou allours; B. : ou daillours; N. : ou dailleurs; P. : ou dallours; A. : o de alhors; K., Q., R. : add "chargee."

²³ H., B., N., A. : avient; P. : avint.

²⁴ H. : ascune folz; B. : a le folz; P. : a la folz; N. : a la fois; V. : a la foith; A. : a la feis; R. : aucunes foys; C. : alguna vez.

²⁵ H. : quele sempire; B. : que sempire; P. : quele sempire; N., S. : que la nef se perisse; V. : que la nef se perische; A. : quelle sen pira; R. : que la nef sempire; Br. : dat breict; C. : que la nao fiere è toma danno.

²⁶ B. : len la sauve; N. : len saulve; P. : len salue; A. : lom sauva.

²⁷ H., Ra. : et des autres denrees; M. : des autres darreis qui sont dedens; B. : et dautres darres; P. : et des autres darres; N., S. : et des autres denrees qui sont dedens; V. : et dautres darres qui soient dedens; A. : et de les autres marchandises arreyres (L. : deneyradas); K., Q., R. : des denrees; Br. : eude van andre scipwaere; C. : de las mercaderias que la dicha nao trae.

²⁸ H. : les merchaunz; B. : les marchantz; N. : les marchants; P. : le marchauns; A. : les marchans.

²⁹ B. : en grand debat; P. : en gront de bat; N., A. : en grant debat; Br. : in groten debaten; G. (F.) : in groter twyste.

³⁰ B. : demandes les marchantz; N. : demandent les marchants; P. : demandout les marchauns.

³¹ H. : avoir lour deniers; B. : avoir leurs darres; P. : auoyr lour darres; N. : avoir leurs denrees; A. : a veoir lurs marchandise; Br. : to hebbeue haer goed; R. : a avoir du maistre leurs denrees; C. : haver sus mercaderias. The sense obviously requires "darres."

³² The tenor of this article agrees perfectly with that of the preceding item. It endeavours to make master and crew share in the responsibilities and risks. Pardessus remarks that in earlier maritime legislation, the Roman Law for instance, sailors in case of shipwreck could claim for their salary a part of the goods saved, and that the change was probably introduced in mediæval times from the necessity of interesting the crew in the preservation of the boat.

³³ The MS. has "denyrs," but the context clearly shows that the word means "goods," not "money." It is not improbable that the confusion arose from the fact that the original contained a Southern French form such as "denerees" or "deneyradas," which might easily be mistaken for "deniers" (cf. Introduction, par. 86).

tauntz come le Nieff ad feat de veyage,¹ sil plect al mestr^e.² Et si le mestr^e voet,³ il put bien(t) adoubber⁴ sa Neeff, si ele est en cas q^e ele se pusse adobber⁵ p^{re}stemeⁿt; Et si noun, Il pust alower⁶ vne autr^e Nieff et⁷ foire la voiage. Et auera le mestr^e soen fret de taunt come il auera des darrez sauueez p^{ar} ascune maner^e.⁸ Et cest le Jugem^{ent} en cest cas.

5. Vne Nieff semp^{art} dascune portz chargez [ou]⁹ veyde, e arryve en ascune portz; Les maryn^{ers} ne deyuent pas issyr hors sauntz coinge¹⁰ du mestr^e, Car si la Neeff semp^{er}doitz ou semp^{er}iot¹¹ p^{ar} ascune auentur^e, ils s^{er}ount tenuz al amender,¹² sil ouⁿt p^{ar} quey.¹³ Mees si la Neeff estoutz¹⁴ en lieu, ou ele se fust amerree de quatr^e amerreez,¹⁵ ils pussent¹⁶ bien issyr hors et reuener p^{ar} temps a [lur Nieff].¹⁷ Et cest le Jugem^{ent} en cest cas.

F. 41a.

¹ H.: ad fet de veyage; B.: ad fait de volage; P.: ad fayt de voyage; N.: a fait de volage; K., Q., R. add: veue par (or pour) veue, cours par (or pour) cours.

² B.: sil plect a mestre; N.: sil plaist au maistre; A.: sil plect au mestre.

³ B.: mes si le mestre voet; P.: mes si le mestre veut; N.: mais se le maistre veult; A.: et si le mestre se voit; R.: et si le maistre veult; Br.: maer up dat die meester wille = but if the master wills; C.: è quiere.

⁴ H.: adubber; B.: adobler; P.: adobber; N.: adouer; V.: adoubler.

⁵ H.: sil est en cas qil la puisse adubber; B.: si ele est en ce cas que elle se puisse adobler; P.: si ele est en cas que ele se pust adobber; N.: se elle est en cas quelle se puisse adoubber; A.: si ella est en cas que ella se pusqua adober; R.: sil est en cas quelle peut estre . . . adoubee.

⁶ H., B.: il poet lower; P.: il pust lower; N.: il puet louer; A.: put loer.

⁷ H., A.: a fere; B., N., P.: a faire; Q., K., E.: a achever; R.: pour achever; C.: para facer (el viage).

⁸ Q.: omits "par ascune manere," but adds "Et doit le fret desdictes denrees qui sont sauluees estre compte tout liure a liure et les denrees a payer son aduenant des coustz qui auroient este mis esdictes denrees sauluer. Et se ainsi estoit que le maistre et les marchans promissent aux gens qui leur ayderoient a sauluer la nef et les dictes denrees la tierce partie ou la moitie desdictes denrees qui pourront estre sauluees pour le peril ou ilz sont. La iustice du pays doit bien regarder quelle peine et quel labour ilz auront mis a les sauluer et selon celle peine non contenant (E.: nonobstant) celle promesse que lesdictz maistres et les marchans leur auoient faicte guerdonner." K., R., E. have a similar addition, and Pardessus has retained it in his text, although it is only found in the Breton and Norman (not Anglo-Norman) MSS.

⁹ The MS. has "om veyde"; H.: ou voyde; B., N., P.: ou volde; Br.: jof ydel; R.: ou vuyde.

¹⁰ H.: saunz conge de mestre; B.: sans congie du mestre; N.: sans congie (V.: counge) du maistre; P.: saunz counge du mestre.

¹¹ B.: ou sempiroit; P.: ou sen periroit; N.: ou semperoit; A.: sen perroit; H.: omits these words.

¹² H.: a dunc il serount tenez a amender; B.: il seront tenuz a lamendre; P.: ils seront tenuz alamendre; N.: ilz sont tenuz alamender; A.: ilz seront tenuz alesmandar; R.: ilz sont tenuz a amender; C.: el dicho marinero ó marineros son tenudos de lo emendar.

their freight for such part of the voyage as the ship has made, if it please the master.¹⁸ And if the master wishes, he may well¹⁹ repair his ship, if she is in a state to be speedily repaired; and if not, he may hire another ship to complete the voyage. And the master shall have his freight for as much of the cargo as has been saved in any manner.²⁰ And this is the judgment in this case.

5. A ship departs from a port laden or empty, and arrives in another port; the mariners shall not go ashore without the leave of the master; for if the ship be lost or damaged by any accident, they are bound to make compensation, if they have wherewithal. But if the ship be in a place where she has been moored with four cables,²¹ they may well go ashore and return in time to their ship.²² And this is the judgment in this case.

¹³ H.: omits "s'il ount par quey . . . issyr hors"; B.: s'ils alent de quoy; P.: s'ils ont de quoy; N.: s'ilz ont de quoy; V.: s'ils ount de quoy; A.: s'ils ont de quoy; C.: si han de qué; K., Q., R.: omit these words.

¹⁴ B., N., A.: estolt; P.: flusse.

¹⁵ B.: elle se feut amaree de quatre amarez; P.: ele se fusse amaree de quatre amarreres; N.: elle se feust amaree de quatre amarees; A.: ella se fusa amaree de l'ilj, marees; R.: elle seroit (Q.: estolt) ancree et amaree de deux ou de trois amares; K.: de trois amares ou de quatre; Br.: daert ghemeerst ware met lill ghetawen; C.: è estuviase amarrada à 4 amarras.

¹⁶ B.: adonquez purront; P.: a donk porrunt; N.: ilz pourront; A.: adonc pourront; R.: ilz peuvent; Br.: si mochten; C.: el marinero puede.

¹⁷ H., P.: a leur nef; B.: a leur nief; N.: a leur nef; A.: a lor nef; C.: a la nao; Q. (also K., R., E.): expands the last sentence as follows: "Ilz peuvent bien yssir sans le congie du maistre laissant une partie desdictz mariners a garder la nef et les denrees et eulx reuenir par temps en leur nef et s'ilz estoient en demeure ilz les dolbuent amender s'ilz ont parquoy." Pardessus has incorporated this interpolation in his text.

¹⁸ Pardessus translates: "Le patron ne peut s'y refuser, pourvu que les chargeurs paient le fret au prorata du voyage effectué si le patron l'exige," *i.e.*, if the master exact it,—pointing out that the Roman code allowed the master no freight if the journey was not completed. I have followed Twiss's rendering, which suits the text better. To my mind the article takes it for granted that in the case of a shipwreck due to no fault of the master, the latter is entitled to the proportion of freight represented by the amount of the distance he has covered. At the same time it leaves him the option either to accept this payment, or to complete the contract (by repairing his ship or hiring another) and demand the full payment.

¹⁹ Twiss renders: "he may properly repair his ship."

²⁰ Here ends the article in all the ancient English, Flemish and Castilian MSS., but all French MSS. (according to Twiss, Vol. II, p. 437, n. 1) add a clause concerning expenses incurred in salvage (see n. 8, on opposite page).

²¹ "The more ancient MSS. agree in requiring four cables to be laid out. The Norman and Breton versions require only two or three cables (cf. n. 15, above) to be laid out, before the crew are at liberty to leave the vessel" (Twiss, Vol. II, p. 215, n. 3).

²² Pardessus again followed the expanded version of the French MSS. (see n. 17, above). The provisions of this article are completed by Art. 21, below.

6. Maryners se lowent a lour¹ mestr^e, et ja ascunes de eux² senissent hors³ sauntz coinge, et senyueront,⁴ et fou^{nt} conteks,⁵ et ascunes de ex⁶ sont Nafretz⁷; le mestr^e nest pas tenuz a lour fair^e garir,⁸ ne a les pourveyer⁹ de rien, mes il les pust¹⁰ bien mettre hors, et lower¹¹ vn aultr^e en Noun¹² de lui; Et sil coust plus(t) q^e celuy,¹³ le marin^{er} ne [= le] doit paier,¹⁴ si le mestr^e troeue rien de soen.¹⁵ Mes si le mestr^e lem voie¹⁶ en ascune s^{er}uise¹⁷ de la Nieff p^{ar} son comaundeme^{nt}, et il se blessast ou Naufrat,¹⁸ Il doit estre garry¹⁹ et sauuetz sur les coustez²⁰ de la Nie[ff]. Et cest le Jugem^{ent} en cest cas.

7. Il auyent²¹ q^e maladie emprent a vn des compaynou^s de la Nieff, ou a ij, ou a iij,²² en fesauntez lur s^{er}uyse de la Nieff, il ne pout pas tauntz come il est malades estr^e en la Nieff,²³

¹ H.: se lowent ou lour; B.: se lowent a leur; N.: se lovent a leur; A.: sen vont (L.: se loguen) a lur; C.: se alogan con un; I.: sont alloues de leur; Q., R.: se^louent avecques leur.

² H.: et acuns deux sen issent; B.: et ils y ont ascuns deulx qui sen issent; P.: yl y ount ascygnes de euz que sen issent; N.: et il y a aucuns deulx qui sen yssent; A.: et il ya aucun deus qui sen yssent; Br.: ende enleghe van hemleden zihure, die gaen (uten scepe); R.: et y en a (Q.: et sont deux; K., E.: et y a d'eux) qui sen yssent; C.: è hay algunos que salen (fuera de la nao).

³ B., S., N., Q.: hors de la n(i)ef; Br.: uteu scepe; C.: fuera de la nao; A., R., K.: omit these words; H., P.: agree with our MS.

⁴ "Senyueront" (found also in H. and N.) represents A.F. "senyuerent" < *senyurent*, i.e., the third pl. pres. indic.; B., M., R.: senyvrent; P.: si enyvrount; A.: sen allerent; L.: s'enivran; Br.: drinke hem dronken; C.: ó renlegan ó dicen palabras malas (!)

⁵ H., N.: contekes; M.: kontek; B.: contakes; A.: contenus (!); L.: contenta; Br.: content of twist; R.: contemps debatz et meslees; Q., K.: contempz et mesles; C.: contendas ó peléas.

⁶ H.: et en y ha acuns qi; B.: et ascuns deulx; N.: et aucuns deulx; P.: et ascuns de eus; A.: et aucuns deus; R., K., Q.: desquelz y en a aucuns que; C.: è hay algunos que.

⁷ H., P.: naufres; B.: naufrez; N.: naurez; A.: naffres.

⁸ H.: a eux fere garir; B.: a les faire garrire (P.: garrier; N.: garir; V.: garrer; R.: guerir); A.: ales fere guarir.

⁹ H.: pourveler; B.: purvoler; P.: porveyer; N., A.: pourveoir.

¹⁰ H., B.: einz les poet; P.: mes yl le pust; N.: ainsi les puet; A.: ans les puet; R.: ains le (Q.: les) peult; C.: antes los puede.

¹¹ B.: fors et lower; P.: hors et porvoyer; N.: hors et choisir; A.: fors elever (!); R., Q.: hors la nef eulx et leurs escours (K., E.: eux et leurs ostils); Br.: maer hi machse uten scepe doen, ende andre hueren; C.: de la nao . . . è alogar.

¹² H., B.: en lieu de li; P.: en luy de ly; N.: en lieu de lui; A.: en loc de ly; Br.: in die stede van hemleden = in their stead; C.: en su logar; K.: en leur lieu; Q., R.: omit "et lower . . . de lui."

¹³ H.: plus qe celui; B.: plus que cest; N.: plus que celui; P.: plus que cely; A.: plus que celui; K., Q., R.: omit these words.

¹⁴ Read: le marinier le doit paier; H.: il le deit paier; B.: le marinier le doit payer; N.: le marinier le doit paler; P.: le marinier le dust payer; A.: le marinier le doit payer; K.: ils sont tenus

6. Mariners hire themselves to their master, and there are some of them who²⁴ go ashore without leave, and get drunk, and make quarrels, and some of them are hurt; the master is not bound to have them healed, or to provide them with anything; on the contrary, he may well put them ashore, and hire another in his place; and if the latter costs more than he did, the mariner ought to pay, if the master can find anything of his [*i.e.*, any property of the mariner]. But if the master sends him [*i.e.*, the mariner] on any service of the ship by his order, and he [the mariner] wounds himself or is hurt, he shall be cured and healed at the cost of the ship. And this is the judgment in this case.

7. It happens that sickness overtakes one of the ship's company, or two or three doing their service to the ship, and he cannot remain in the ship as long as he is ill,²⁵ the master

a poyer le plus (Q., R., E.: add "au maistre"); Br.: zil zullen betalen moeten = they shall pay; C.: ellos lo deven pagar.

15 H., B.: si le mestre troeve r(i)en de seon; P.: si le mestre troue riens du sen; N.: se le maistre trouve riens du sien; V.: si le maistre trove riens de seon; A.: si le mestre trouva riens deu son; K., R., Q.: omit these words; Br.: ende up rechten den meester, dat hi hem gheleent heift = and compensate the master for what he has lent them; G.: vnde deme meister wedder geven wad se entfangen hebben = and give back to the master what they have received; C.: si han de qué.

16 H.: mes si lenvoye; B., P.: mes si le mestre lenvoye; N.: mais si le maistre lenvoye; A.: mas si lo mestre lenvoja; R.: mais si le maistre les envoye; Br.: maer zend se (= them) die meester; C.: mas si el maestre los embla.

17 K., Q., R.: add "pour le pro(u)ffit" between "service" and "de la nef."

18 H.: et sil se blessat ou le naueste; B.: et il se blessast ou naufrast; P.: et il se bleceast ou naufrast; N.: et il se blessast ou naurast; A.: et il se bleasat o nafrast; C.: è se firieren; K.: et s'ils se blessent en nom de luy; Q., R., E.: et ilz se blessolent ou on leur fist chose greuante; Br.: daer zil hem in quetsen iof wonden = in which they hurt or wound themselves; Pardessus: et est blesse ou nafvre.

19 H.: garries; B., V.: garriz; P.: garri; N.: gary.

20 H.: sus le coustes; B., N.: sur les coustages; P.: sus les custages; A.: sur le costages.

21 H., N.: il avient; P.: yl aulent; B.: se avient; A.: il ly avient; Br.: het ghevalt; R.: quant il advient.

22 K., Q., R., E.: omit "ou a ij. ou a iij."; C.: uno ó dos ó mas; H.: omits "en fesauntes lur soruyse de la nieff."

23 Our MS. gives a very good reading for this passage. H.: et il ne poet pas taunz estre malades en la nef; B.: et ne poet pas tant estre malades en la nef; P.: yl ne puet pas tant estre malades et ester en la nef; N.: il ne puet pas tant est malade estre en la nef; A.: il ne put pas tant es malaudes estre en la nef; Br.: zil ne moghen van zicheden niet int scip bilven; C.: è non pueden estar en la nao tanto están feridos; K.: et il ne puet pas demourer et estre dans la nef par la maladie; Q., R., E.: omit these words.

24 Our MS. probably retained the original reading. The absence of the relative would seem to have puzzled the scribes, and some added "qui" (MSS. β), whilst others suppressed "y a" (MSS. α).

25 Twiss translates (the reading of H.): "and the sick man can do nothing in the ship as he is so ill" (cf. variations, n. 23 above).

le mestr^e [le]¹ doyt mettre hors, et lui querer un hostel, et lui bailler cressetz et chaunde, viller [= et bailler] un des valetz de la Nieff p^{ur} lui garder, ou lower vn femme q^e p^{re}ngne garde de lui.² Et lui doit p^{ur}ueyer de tiele viaunde³ come len vse en la dite⁴ Nieff, Ceste a sauoir de tauntz q^e il pust,⁵ q^{un}unt il fust en saunete,⁶ et Nien⁷ plus, sil ne plest au mestr^e.⁸ Et sil voez au[er]⁹ viaundes plus deliciouses,¹⁰ le mestr^e nest [pas tenuz] a lui querer,¹¹ sil ne soit a ses despences demeigne.¹² La Nieff ne doit pas demorer¹³ pur lui, Ayns [se] doit aler¹⁴; et sil garist il doit auer son Lower tut alonc¹⁵; Et sil moert,¹⁶ sa ffeemme ou ces pryueez le deywent¹⁷ auoyr p^{ur} lui.¹⁸ Et cest le Jugement en cest cas.

F. 41b.

1 H.: le mestre le doit mettre hors, et il quere un hostiel, e il bailer cresset ou chaundelle, et il bailler un de ses valles de la nef por li garder; B.: le mestre lui doit mettre hors et il purchacer un hostel et il bailler cresset ou candel et il bailler un de ses vallets de la nef pur li garder; P.: le mestre luy doye mettre hors et luy quere cresset ou chaundelle et luy bailler un des vallets de la nef pur luy garder; N.: le maistre doit ordonner ung varlet pour le garder; V.: le maistre doit ordeigner un vadlet pur luy garder; A.: le mestre luy doit metre hors et a luy pourveoir dun hostel et a luy bailler pourveance et candelas et luy balhar ung massip de la nef pur luy garder; Br.: die meester esse sculdich uten scepe te doene, ende in ene herberghe te lecghene, ende hem te livererne keerslicht bi te ziene, ende een vanden cnapen vanden scepe omme hem te wachtene = the master is bound to put him out of the ship, and to place him in a lodging, and to furnish him with a candle to see and with a ship's boy to wait upon him; C.: el maestre los deve proveer fuera en una casa e les deve dar grassa ardiente e candelas, e un mozo de la nao que los sirva; R.: le maistre le doit mettre hors de ladicte nef et si luy doit querir hostel (E.: maison), et luy doit querir lumiere, comme gresse ou chandelle et luy doit bailler vn varlet de ladicte nef a le garder.

2 H.: qe prenge garde a li; B.: qui preigne garde de li; N.: qui prenge garde de lui (P.: de luy); A.: qui prenga guarda de luy.

3 H.: et il doit pourveoir de tele viaunde; B.: et il doit pourvoir de tiel viande; N.: et le pourveoir de telle viande; P.: et luy doyt purveoir de tiele quisine; A.: et luy doit pourveoir de tela vianda; R.: et si luy doit pourveoir de telle viande; C.: e el maestre les deve dar e proveer de tal vianda.

4 All MSS. omit "dite."

5 For "pust," read "prist"; H.: de taunt come il prist; P.: de tant come il prist; N.: de tant come il prist; P., A.: de tant cum il prist.

6 H.: en saunte; M.: en saunete; B.: quant il feut en sante; P.: quant il fuist esaunte; N., R.: quant il estoit en sante; A.: tant il fut a sanete; Pardessus has "tant come . . ."

7 H.: et ren plus; B., N.: et rien (P.: riens) plus; A.: et non rien plus; R.: ne rien plus; C.: e non mas; Pardessus: et nyement plus.

8 H.: si ne li plest; B.: sil ne li plest; P.: si ne luy pleast; N.: sil ne lui plest; Br.: jof hi ne wilt doen = unless he chooses to do so; C.: omits these words; A.: omits "sil ne plest . . . viaundes plus"; K., Q., R.: s'il ne plaist au maistre.

9 MS. faded.

10 H., B., V., P.: deliciouses; N.: delicieuses; A.: delicioses.

shall put him ashore, and seek a lodging for him, and furnish him with a cresset¹⁹ or a candle, and supply him with one of the ship's boys to tend him, or hire a woman to take care of him. He ought to provide him with such food as is used in the said ship, that is to say, with as much as he had when he was in health, and nothing more, unless it please the master. And if he [the sick man] wishes to have more delicate food, the master is not bound to find it, unless it be at his [*i.e.*, the sick man's] own²⁰ expense. The ship ought not to delay her voyage for him, on the contrary, she should proceed on it; and if he should recover, he ought to have his wages for the whole voyage²¹; and if he should die, his wife or his near relatives ought to have them for him. And this is the judgment in this case.

11 H.: nest pas tonuz a li quere; B.: nest pas tenuz de li querer; N.: nest pas tenu a lui querre; P.: ne luy est tenuz de luy quere; A.: nest pas tenu de provider; R.: nest mye tenu le querir.

12 H.: a ses despenses; B.: a despenser (or: despense) du mariner; P.: al despencis del mariner; N.: a ses despens du mariner; V.: as despenses du mariner; A.: ales despensas des mariniers; Br.: met tsinen costen; G.: uppe des melsters kost; F.: op des meesters cost; K., R., Q.: a ses despens; C.: omits these words.

13 B., V.: demurer; N., P., A.: demourer; K., E.: add "pour l'attendre."

14 H.: einz se delt aler; B.: einz se doit aler; P.: ayns se doyt aler; N.: ains son doit aler; A.: aus sen doit aller; C.: ante deve ir; Br.: maer het es sculdich te zellne; K., Q., R., E.: omit these words.

15 H.: soun lower tut alone; B., V., P.: so(u)n lower tout a long; N.: son louer tout au long; A.: son loer tout alone; Br.: sine huere; G.: alle ere hüre; C.: su soldada; R., Q.: son loyer tout comptant en rabatan le fret (Cl.: frals; K., E.: prest) si (K., E.: que) le maistre luy a faict.

16 B.: morust; N.: moeurt; P.: meort; A.: muert.

17 H.: ses prives delvent; B.: ses (P.: ces) privez le deyvent; N.: ses privez le doivent; A.: sons parens le doyent; Br.: zine aeldinghers zine sculdich (te hebbene); R., Q.: ses prochains ayns le doivent; C.: deve haverla (su muger) ó sus herederos.

18 H.: avoler pur li; B.: avoir pur li; N.: avoir pour lui; A.: aler pour ly querre.

19 Twiss translates "with tallow or a candle"; Pardessus read "greset" and rendered "de la graisse ou chandelle" (R.: gresse ou chandelle); but our text and the best English MSS. clearly have "cresset" or "crescet," *i.e.*, a kind of lamp in which grease or oil was burnt.

20 According to Twiss (Vol. III, p. 10, n. 2), the majority of the MSS. of the Dutch version (*Judgments of Damme*) have the words "hy en sy op's meesters costen" or "se en weren up des melsters kost" ("unless it be at the cost of the master"); but the Bruges MS. has "es hi [=al?] met tsinen costen" ("unless it be at his cost"). This uncertainty in the rendering, and the variants found in other MSS., make it very probable that our text has preserved the original form, at least of MS. *a*, and that "demeigne" or "demeine" (perhaps "demaine") was misunderstood by the scribes, and variously interpreted "master" or "mariner," or omitted altogether (cf. n. 12, above). "Demeigne," or "demeyne," "demene" (dominium), meaning "own," is especially common in A.F. texts of the thirteenth century (cf. "sa autorite demeyne," *Court Baron*, p. 25; "sa meson demeyne," *op. cit.*, p. 20; "sa terre demene," Boeve de H., v. 1946, etc.)

21 According to the more modern versions of the Rolls, this liberal scale of payment was subject to deduction for any expenses incurred by the master (see n. 15, above).

8. Vne Neeff charge¹ a Bordeaux² ou aillours, et auient q^e torment³ la prent en la meer,⁴ et qils [ne] pount eschap^{er5} saunz getter ors des darrez des leyens,⁶ le mestr^e est tenuz dir^e as m^{ar}chaunz: "Segn^{urs}, no^{us} ne pooms eschap^{er} saunz getter de ces vynes ou de ceux darr^eez."⁷ Les m^{ar}chaunz, si en y ad, repoundrent⁸ lour volunte, et greient bien la geteson,⁹ p^{ar} auent^{ur}e les resons du mestr^e sont les plus chers¹⁰; et sils ne le¹¹ greient mye, le [mestre ne] doit pas lesser p^{ur} coe, qil ne gette taunt come il¹² verra q^e bien soit,¹³ Juraunt soi et troiz de ces compaignons¹⁴ sus les seyntz Ewangeles,¹⁵ q^{ua}nt il s^{er}rout venuz a sauete a t^{er}re,¹⁶ qil ne fesoit mye, mes pur sauer¹⁷ les corps, et la Nieff, et les darrez, et les vynes.¹⁸ Ceux

¹ B.: sempart; N., P.: sen part; A.: se part; Br.: vaert = sails; K., Q., R.: est chargee a aller a; C.: carga en.

² R.: Caen; Cl.: de Bourdeaux a Caen; Br., G., F.: Slu(u)s.

³ H., B.: avient chose qe torment; P.: avien que len trouble (?) quant; N.: avient que torment; A.: avient cas que turmenta; R., Q.: advient (K.: adds "souventes fois") que tourmente; Br.: het ghevalt dat (hem) torment . . . ; C.: è acaesce que (le toma) tormenta.

⁴ B.: en meer; N.: en la mer; A., P.: en mer.

⁵ H.: et qil ne poent eschaper; B.: et qils ne purront (P.: porront) eschaper; N.: en tolle manere (V.: en tiel manere) qultz ne pourront eschaper; R.: et quelle ne peult eschapper; A.: et que ilz ne peent eschapper; Br.: ende ne mach niet liden = and it cannot escape; C.: è non puede estar.

⁶ H.: saunz jette darres et des vins; B.: sans getter hors de darres de leyne; P.: saunz gettre hors des darres qui sunt en la nef; N.: sans geter hors les denrees de dedens; V.: sauns getter hors les derrees de leins; S.: sans geter hors les darres de leans; A.: sans giter fors de la choses de la gens; Q.: sans guetter les denrees de la nef (K.: des denrees hors pour sauver les gients et la nef); R.: les denrees et marchandise pour allover (Cl.: faire aller) ladite nef; Br.: zonder scade van werpene goed; C.: si non echaren de las mercaderias que lleva dentro en ella.

⁷ H.: le mestre est tenu de dire as marchaunz, seignurs, nous ne pouns eschaper sanz gettre des vins ou des darres; B.: le mestre est tenuz dire as marchantz, seignours nous ne poons eschaper sanz gettre des vynes et des darres; N.: le maistre le doit monstrier aux marchantz; P.: ils les deyvent mustrer as marchaunz; A.: ilz la doivent moustrier aus marchans; Br.: zil ziint sculdich te toghene (= show the necessity) den coopliden; R.: lors le maistre doit dire, seigneurs il convient getter hors vne partie de ceste marchandise pour saulver la nef (K.: les darres pour nous saufer et la nef); C.: el maestre es tenuto de decir á los mercaderes, sennores non podemos escapar si non echamos destas mercaderias que llevamos dentro en esta nao á la mar.

⁸ H.: si en y a repoundrent; B.: si en y ad responderont; P.: et sils respondront; N.: sil en y a qui respondent; A.: sil nya respondront; R.: et sil ny a nulz marchans que respondent; Br.: ende die coopliden zeghen (haren wille) = and the merchants say (their will); C.: e si hay algunt mercader que non responde.

⁹ H.: greent bien le getisoun; B.: greent bien le gettison; N.: greent bien la gettesone; P.: agreent ben le getisoun; A.: creent bien la gitezou; Q.: greent (K.: gree) le git bien; R.: greent ou ont agreable le giet (Cl.: "ont agreeable" in brackets).

¹⁰ H., B., N., P., A.: plus cleres; but Ra.: plus chers; Br.: die redenen tusschen den coopliden ende den meester worden aldaer ten claersten; C.: omits this clause.

¹¹ In the MS. "le" is overlined; H.: sil ne greient le mestre ne doit pas; B.: sils ne greent mye, le mestre ne doit pas; P.: si lour ne lagre mye le mestre ne doit pas; N.: silz nagreent mye le maistre ne doit pas; A.: silz ne le creent mie le mestre ne doit pas.

¹² H., V.: taunt qil; B., P.: tant qil; N.: tant quil; A.: tant cum.

¹³ N.: que bon sera; A.: que men (*sic*) soit; R.: que bien seroit; C.: que bien sea.

¹⁴ H.: juraunt le tiers de ses compaignouns; B.: jurant soi tiers de ses compaignons; N.: jurant

8. A ship loads at Bordeaux, or elsewhere, and it happens that a storm overtakes her at sea, and that they cannot escape without casting over some of the goods on board, the master is bound to say to the merchants: "Sirs, we cannot escape without casting overboard some of these wines or goods." The merchants, if there are any, answer as they will, and agree readily to a jettison, the reasons of the master being, as it happens,¹⁹ most clear; and if they do not agree, the master ought not to refrain from casting over as much as he shall see fit, swearing himself and three²⁰ of his companions upon the Holy Gospels, when they²¹ have arrived in safety on shore, that he did not do it, except in order to save the lives, and the ship, and the goods, and the wines.²² Those [goods] which are

soy et trois de ses compaignons; P.: jurant say et troys de ces compaygnouns; V.: jurant soi et trois de ses compaignons; A.: jurant se et ses companhons; R.: iurant luy et le tiers de ses compaignons; Br.: zwerende hem darder (or derde) met zinen ghesellen = swearing himself the third with his crew; G.: erer twen efte dren to swerende van sinen gesellen = two or three of his comrades swearing; C.: jurando el maestre con dos ó tres marineros de la nao.

15 H., B., V.: sur les seintz ewangelles; P.: sur les seyns ewangeliz; N.: sur les saintes evanglies; A.: sus les sants evangeliz.

16 H.: quant il serra venuz a sauverte al terre; B.: quant il sera venu en sauverte a terre; P.: quant ils serunt venuz a saluete a terre; N.: quant liz seront venuz a sauverte a terre; A.: quant il sera venu a sauverte a terre; Br.: als zil te lande commen zullen wesen; R., Q.: quant il(z) venoit a sa droicte voye descharger (K., E.: a sa droicte descharge); C.: quando fueren venidos á puerto de salvedad.

17 H., B.: qil ne fesoit mes por (pu) sauver; P.: que il ne fesoit mes par saluer; N., S.: quilz ne le falsoient mye de nulle malice mais pour sauver; A.: que il ne le falsoit mas pour sauver; K., R.: quil le falsoit pour sauver (Q.: pour sauliete); C.: que ellos lo ficeron por salvar; Br.: dat hilt dede (= that he did it) omme te behoudene; G.: dat se (= they) id deden umme to beholdene.

18 H., P.: les corps et la nef et les darres et les vins; B.: leur corps et la nief et les darres et les vyny; N.: le corps la nef les denrees et les vins; A.: la nef et las autras marchandisas; Br.: haer liif tscip ende goet = their lives, ship and goods; C.: los cuerpos è la nao è los haberes.

19 A different interpretation will be found in Twiss (Vol. III, pp. 12, 13). According to him, "par aventure" (omitted in the Norman and Breton versions (group 7), but found in all English MSS.; Br.: bi aventuren) is a technical phrase corresponding to "a ventura," which is used in the Consolat del Mar to denote regular or ordinary jettison made on the chance of saving the ship and the remaining cargo, as distinguished from jettison made under circumstances of impending wreck, where a different rule of contribution was applicable. Pardessus, on the other hand, considers "par aventure" to be an interpolation of a copyist. Without resorting to such theories, we get a perfectly clear reading simply by placing the comma before instead of after "par aventure."

20 There is great divergence between the various MSS., and a careful consideration of the variants makes it certain that MS. α , from which all English and Dutch versions emanated, had for this passage "se tiers" = he third, *i.e.*, he and two others, a reading which has been preserved correctly only in MSS. B. and Br. "Se tiers" was misread "le tiers" by the scribe of MS. α , and altered into "sol et trois" in MS. β , from which MSS. P., N., V., S. are derived. Moreover, "se tiers" could easily be mistaken for "se (soi) et le tiers," whence "lul et le tiers," found in the Norman and Breton versions (group 7). Finally "tiers" was altogether omitted, whence "se et ses," the reading of A.

21 The majority of English MSS. have the singular "il ser(r)a" (see variations, n. 16, above), but our version, agreeing with Br., N., P., C., gives the proper reading. The divergences can easily be accounted for by the fact that up to the thirteenth century "il" alone was found both for "he" and "they" (cf. Schwan-Behrens, par. 322, 3).

22 This article agrees, in the first part, with the Roman Code, but it departs from it when it enables the master to proceed with the jettison even against the wish of the merchants, if the safety of the ship demands it (cf. Pardessus, I, p. 323, n. 3).

q^e cerront gettez hors deueroient¹ estr^e ap^{ri}sagies au fer² de ceux q^e s^{er}rout venuz à sauuee, et s^{er}rout venduz et p^{ar}tiz liur^e a liur^{e3} entr^e le m^{ar}chan[z]; Et y doit le mestr^e p^{ar}tir a count^{er} sa Neeff ou son fret,⁴ a son choi^s,⁵ p^{ur} restorer⁶ le damage. Les marin^{er}s deyuent auer chescun⁷ vn ton^{el} ffraunk, et laut^{er}⁸ doit⁹ dep^{ar}tir au jet^{er10} solom qil auera,¹¹ sil (ne)¹² [se] defend en meer come vn hom^e; Et sil ne se defend mye,¹³ Il [n]au^{er}¹⁴ rien de ffraunchyse; Et en serra le mestr^e cru p^{ar} son s^{er}rme^{nt}.¹⁵ Et cest Jug^{ement} etc.

9. Il aueynt q^e vne mestr^e de vne Nieff coepe son mast p^{ar} force de [tem]ps¹⁶; il doit appeller les marchaunz, et lur monstrier qil couynt¹⁷ coper [le ma]st,¹⁸ p^{ur} sauuer la Nieff et les darrez¹⁹; [et ascune foiz avyent qe len coupent cables et lessent auncres, pur sauuer la Nieff et les darrez;] Ils deyuent

1 H., P.: deyvent; B.: delvent; N., A., R.: doivent.

2 H.: estre ap^{ri}sagez a foer; B.: estre ap^{ri}sez a foer; P.: estre ap^{ri}ses al fer; N.: estre ap^{ri}sez aux feur; V.: estre ap^{ri}seiz au foer; A.: estre ap^{re}clees au for.

3 H.: venduz a partiz livere a livere; Ra.: venduz a partiz livree; B.: partiz livre par livrè; P.: parties liuere a liuere; N.: partiz par livre; A.: ni agrenhor for ni a menor, livra a livra; R.: et quant ilz seront venduz (K.: venus) si les doit lon departir livre a livre (Q.: a la liure); E.: et quand ils seront rendus, on le doit prisager livre a livre; Br.: ende ghedeelt van ponde te ponde; C.: è al fuero que fueren vendidas è partirselo sueldo por libra. Our MS. undoubtedly gives the correct reading for this passage.

4 H.: et y doit le mestre partir acountre la nef ou soun fret; B.: et y doit partir le mestre a compter la nef ou son fret; P.: et doit partir le mestre a conter la nef ou soun fret; N.: et y doit partir le maistre a contre la nef ou son fret; A.: et doit partir le mestre et compter la nef et son fret; Br.: ende die meester esser of schuldich to deelne als van zinen scepe jof van zine vrecht = and the master is liable also to share for his ship or for his freight; R.: et le maistre y doit partir et compter le nef ou le fret; C.: el maestre deve contar en las averias de la echazon en la nao ó el freyte.

5 H., P.: a soun choi^s; B.: a son chose; N.: a son choys; A.: sil sont chosa (!); R.: a son choi^s; Br.: omits these words.

6 H.: estorer; A.: restaurer.

7 H.: omits "chescun."

8 H.: fraunk et lautre; B.: frank le quel le mestre doit francher et lautre; N., P.: frank et lautre; A., R.: franc et lautre.

9 H.: deyvent.

10 H., P., N.: get; B.: gett; A.: grenchs (!).

11 H.: qil le avera; M.: que laura; B., N.: ce quil aura; P.: ceo que il aura; A.: soque il aura; Br.: na dat elc goed der in heift = according as each has goods on board; R.: quil y aura; C.: quatro marineros un tonel.

12 The negation in our MS. is a mistake and the following word is illegible. H.: si defent; B.: sil se defend; N.: sil se defende; A.: sil deffent.

13 H.: et sil ne defent; P.: qil se defent mye; Br.: het ne zil dat hi hem soffisantelik verweerd als valliant = and should he not have conducted himself sufficiently as a valliant person (G.: also gude knapen); C.: è el hay marinero que se non defenda.

14 H.: il ne aura; B., N., P.: il naura; A.: il navra.

15 H., N.: serment; M.: serement; B., P.: sacrement; V.: sacrament; A.: segrament; K.: et peuvent bien les marchants charger le meistre par son serment qil en sera cru; Q., R., E.: have a similar reading, but suppress "qil en sera cru."

cast overboard, ought to be appraised at the market price²⁰ of those which have arrived in safety, and shall be sold and shared pound by pound amongst the merchants; and the master ought to share [in the loss] reckoning his ship or his freight at his choice,²¹ to reimburse the losses. Each mariner ought to have one tun free, and the rest [*lit.* the other] he ought to share in the jettison, according to what he may have on board, if he conduct himself as a man on the sea²²; and if he do not so conduct himself, he shall have nothing of the franchise; and the master shall be believed on his oath. And this is the judgment [in this case].

9. It happens that the master of a ship cuts his mast from stress of weather; he ought to call the merchants, and show them that it is expedient to cut the mast, to save the ship and the goods; [and sometimes it happens that cables are cut and anchors abandoned, to save the ship and the goods;] they ought

¹⁶ MS. worn. H.: del temps; B.: du temps; N., S.: de tempeste; P.: du tempeste; A.: de temps; R.: de gros temps; C.: de tiempo.

¹⁷ H.: qil convient; B.: que leur covient; P.: que lour covint; N.: quill leur couvient; A.: quill covient.

¹⁸ MS. worn. H., B., N.: couper le mast; P., A.: coper la mast. The passage is somewhat enlarged in Breton and Norman texts:—Q.: les marchans qui ont les denrees en la nef sil y en a nulz et leur dire quill convient coupper ce mast pour saulver la nef et les denrees il fut renable par loyaulte (R.: car cest chose convenable par loyaulte); K., E.: after mast continue "et mettre un fust raisonnable par loyaute."

¹⁹ H., V.: les darrees; P.: les darres; B.: leur darres; N., R.: les denrees; A.: les marchandises; C.: las mercaderias. After "darrez" the copyist has omitted a whole sentence, found in all other MSS. Such a mistake could easily happen at the end of a folio, especially in the case of two consecutive sentences ending with the same words. H.: et aucune folz avient que len coupent cables et lessent ancras (V.: daneres) pur sauver la nef et les darres; B.: et aucune folz avient que len coupent cables et lessent autres pur sauver la nef et les darres; P.: et aucune avient quills copent cables et lessent ancris pur saulver la nef et les darres; N.: et aucune folz avient que len coupe cable et lesse denrees pour saulver la nef et les denrees; A.: et alcuna fois avient que lom cope caples et lessent ancras pour sauver la nef et las marchandises; R.: et plusieurs fois advient, que lon coupe cables funais, et laisse lon cables et ancras pour saulver la nef et les denrees; Br.: ende bi willen ghevallet, dat zil hare cablen koerven, ende laten hare ankers omme tscip ende tgoed te behoudene = and some-while it happens that they cut their cables and let their anchors go to save the ship and the goods; C.: algunas veces aviene de tajar cables è dexas las áncoras por salvar la nao è las mercaderias.

²⁰ This article is at variance with the Roman Code, according to which goods thrown overboard were appraised at the price of purchase, and goods saved at their market value. The Assises of Jerusalem modified the law in the sense that the price of purchase alone should be considered. The principle laid down by the Rolls of Oleron does not appear to have been generally adopted in the Middle Ages; it was, however, so obviously fair that it finally secured wide recognition, and was maintained in modern legislation (cf. Pardessus, I, p. 329, n. 1).

²¹ The more ancient and most reliable MSS. agree with our text and disconnect the freight from the ship (see n. 4 on opposite page). The principle that the master of the ship should be liable to make compensation in case of jettison was recognised from the first, but the extent of his liability and the method of estimating it have greatly varied. In A.D. 1285, Edward I enacted that the cargo only should contribute, and not the ship (see Art. 26, below). (Further details on this point will be found in Pardessus, I, p. 329, n. 2).

²² This rather primitive rule was calculated to stimulate the exertions of sailors in the hour of danger. It refers particularly to a mode of hiring seamen much in vogue at the time, according to which they were entitled to carry on board a certain amount of cargo in return for their services, and to sub-let this right to a merchant (see Art. 18, below).

F. 42a. estr^e conuz¹ come geteson² liur^e a liur^e (a); et deyuent³ p^{ar}tir les marchaunz et pai[er] saunz nul delay, auant q^e lour d(r)arrez s^{er}rout mys⁴ hors de la Nie[ff]. Et si la Nieff estoit en dure seiege,⁵ et⁶ le mestr^e demorast p^{ur} lur debat et yl y eust corison,⁷ le mestr^e [ne]⁸ doyt dep^{ar}tir, ayns⁹ en doyt auer son fret de ceux vyns,¹⁰ come des aultr^{es} darrez q^e sount sauuez.¹¹ Et cest le Jugem^{ent} en cest cas.

10. Vne¹² mestr^e de vne Nieff vyent a¹³ sauuete a sa descharge; Il doi[t] monst^{er}er¹⁴ as m^{ar}chaunz les cordes oue quey il Gindera¹⁵; et sil voit quyl y¹⁶ ad amendr^e, le mestr^e¹⁷ est tenuz a les amender; Car si le ton^e¹⁸ se piert p^{ar} faute de Ginde ou de cordage,¹⁹ le mestr^e est tenuz al amender, lui et ces maryn^{er}s²⁰; et y doit (p^{ar}ter) p^{ar}tir²¹ le mestr^e p^{ur} taunt q^e prent en Gyndage,²² Et doit le Gyndage estr^e mys a restorer la damage p^{re}mereme^{nt},²³ et le remenau^{nt}²⁴ doit estr^e p^{ar}ti entr^e eux. Mes si corde roumpuyt²⁵ sauntz coe qils les ount²⁶ monstreez

¹ H., P.: ils deyvent estre countez (B.: comtes; N.: comptees; A.: comptes); Q., R., E.: toutes ses choses sont (K.: debvent estre) comptees; C.: se deve contar.

² H.: livere a livre com get; B.: livre a livre come get; N.: livre a livre comme get; A.: livra a livra comunaument (!); Br.: ponde te ponde also zee werp = pound for pound as jettison; C.: por libra asi como echazon; R.: livre a livre comme gect.

³ H.: et il deyvent; B.: et y deyvent; N.: et y doivent; A.: et y doyvent; K.: et quant Dieu donra que la nef sera venue a sa drolcte descharge a sauverte les marchants dolbvent poyer leur advenant; Q., R., E.: have a similar interpolation.

⁴ H.: tot avant qe les darres serrout mises; B.: avant que lors darres soient mises; P.: avant que lour darres seront mises; N.: avant que leurs denrees soient mises; A.: avant que lors marchandises soient mises; Q.: ou vendre gaiger (R.: gaigner) dargent tout avant que les denrees soient mises; K., E.: et ballier argent ou galges tout avant, etc.

⁵ H., N.: en dur sege (M., Ra.: siege); B., V.: en dure sege; P.: en dure (a small space left after "dure"); A.: en dura seego; Q., R.: a louage; K., E.: a louaige; Br.: ende waert dat scip droghe zate = and should the ship settle dry; C.: en seco ó en logar duro.

⁶ "et" overlined.

⁷ H.: yl y eust corisoun; M.: il le eust corioun; B.: il y est corison; P.: yl yust corizoun; N.: il y eust corisone; A.: il est orrolson (!); R.: et voit (E.: soit) coullaison (Cl.: co'lusion); Br.: ende der yet gheleken ware = and there should be leakage; C.: hay corizon.

⁸ The context requires a negation, which is indeed found in all other MSS.; H., P., N., A.: ne doit partir; B.: ne doit pas partir; R.: ny doit mye partir; C.: non debe pagar nada; Br.: (die meester) en es nicht sculdich scade der of te hebbene = (the master) is not bound to have any loss therefrom.

⁹ H., M.: einz si; B., V.: ankes; N.: aincois; A.: ancois.

¹⁰ H.: omits "de ceux vyns"; Br.: sine vrecht der of ghelle den andren.

¹¹ B., N., P., A.: omits "darrez qe sount sauuez"; Br.: does not translate it; G.: van deme anderen gude = from other goods; C.: de los otros toneles que son; R.: ainsi comme tonneaux fussent plains; Q., K., E.: have a similar reading.

¹² N.: il avient qun. (This article in N. precedes the article last before it; cf. Twiss, Vol. I, p. 100, n. 5.)

¹³ B.: en sauverte.

¹⁴ P.: emarcar.

to be reckoned pound by pound as jettison²⁷; and the merchants shall share and pay without any delay, before their goods are landed from the ship. And if the ship should be on hard ground, and the master tarry by reason of their disputes, and there be leakage,²⁸ the master ought not to share [in the loss], but rather he ought to have his freight of these wines as of the other goods which are saved. And this is the judgment in this case.

10. A master of a ship comes in safety to her [port of] discharge; he ought to show the merchants the ropes with which he will hoist, and if he sees that there is something to repair, the master is bound to repair them, for if a tun is lost by fault of the hoisting tackle or ropes, the master is bound to make compensation, he and his mariners; and the master ought to share as much as he receives for the hoisting, and the hoisting [money] ought to be set to restore the damage in the first place, and the residue ought to be shared amongst them.²⁹ But if the ropes break without their having shown them to the merchants,

15 H.: guldera; B.: gyndera; P.: guyndra; N., V.: guyndera; A.: gulndera; Br.: zal winden.

16 H.: omits "y."

17 N.: omits "le mestre est tenuz . . . de ginde ou de cordage."

18 B.: tonel ou pipe; P.: toneu ou pipe; A.: tonnel o pipa; Br.: tyvat jof pipe; G.: vate edder pipen; C.: el tonel; K., Q.: le tonneau; R.: le tonnel.

19 H.: par defaute de guide ou de cordage; M., Ra.: par defaute de garde ou de cordage; B.: par defaut de guynde ou de cordage; P.: par defaute de guyndage ou de cordage; A.: par deffaute deguinda o de gulndatge; Br.: bi fauten van haren windene.

20 B.: le mestre et ses mariners sont tenuz a les amendre; Q.: le maistre est tenu de le payer aux marchans entre luy et ses mariniuers; K., R.: agree with Q.

21 H.: il deyrt partir; Br.: ende die meester moeter (= moeten?) an deelen.

22 H.: en gunyndage; M., N.: en guyndage; B.: guyndage; P.: de guyndage; A.: de gulndatge.

23 H.: a estorer le damage premerement; B.: pur restorer les damages primierement; P.: a restorer les damages primerement; N.: pour restorer le dommage premierement; A.: a restaurer le domatge prumeyrament; K., Q., R.: have "recouvrer" instead of "restorer."

24 B., A.: remanant; N.: remenant; M.: remanent; Br.: tremanant; P.: le mestre doyt ceste partir.

25 Read: "roumpunt"; H., P.: rumpent; B.: rompont; N.: rompent.

26 H.: quill eust; B.: qills les eussont; N.: quilz les eussent; A.: omits; Br.: has the plural; Q. (also K., R.): sans que le maistre les monstrast; C.: ante que la mostrasen.

27 Twiss translates, "as in jetison," probably after Pardessus, "comme en cas de jet"; but the reading of all the MSS. (except A.) is "as jetison" (see n. 2 on the opposite page).

28 "Corison," found in the oldest MSS., is probably of Gascon origin, from "corir" = to run, and is of equivalent import to the Norman "coullaison" (cf. Twiss, Vol. I, p. 101, n. 2).

29 It is curious to find that Twiss (Vol. III, p. 15, n. 2) interprets these words, "amongst them," to mean "amongst the merchants and the master and mariners"; obviously Pardessus is right in thinking that the hoisting money was divided "amongst master and mariners" only, for surely it was charged to the merchants.

a marchaunz,¹ [ils serrount tenuz a rendre tut le damage. Mes si les marchaunz dient qe les cordes sont beles et bones, et ils roumpunt, chescun doit partir au damage, cest assavoir les marchaunz] a qi le vyn s^{er}ra taunt solement. Et cest le jugem^{ent} en cest cas.

F. 42b. II. Vne Nieff charge² a Burdeux,³ ou aillours, et leue sa veille⁴ pur arryner⁵ ses vyns, et semp^{ar}t, et ne affient⁶ pas le mestr^e et les marin^{ers} [lour boucles]⁷ si come ils dussent, et les p^{re}nt mal temps en la [mer en tiele]⁸ manyr^e, q^e la ffustail de leyns⁹ enfoundr^e¹⁰ ton^{el} ou pipe; la Nieff veynt a sauuete,¹¹ les marchaunz dyent q^e lour fustaille¹² ad lour vyns p^{er}duz; le mestr^e dist, "Noun fist";¹³ si le mestre pout jurer,¹⁴ lui ou [ses?] totez¹⁵ compaignouns, ou iiij. de ceux q^e les m^{ar}chaunz eslyrent,¹⁶ q^e lour vyns semp^{er}dirent¹⁷ pas p^{ur} lour fustaille, si come¹⁸ les m^{ar}chaunz lour mettent sus,¹⁹ Ils en deyuent estr^e quytes et

¹ A long passage has here been omitted by the scribe of our MS.; I have endeavoured to reconstruct it from texts H. and B. H.: marchaunz ils serrount tenu a rendre tut le damage, mais si les marchaunz dient qe les cordes soient beles et bones, et ils rumpent, chascun doit partir au damage, cest assavoir les marchaunz a qi les vins serrount; B.: marchantz ils seront tenus a rendre tout le damage, mes les marchants dient que les cordes sont bonnes et beales et ils rompent et chescun doit partir au damage, cest assavoir des marchantz a qui le vin sera; N.: marchants ilz seront tenus a rendre tout le damage, mais se les marchants dient que les cordes sont bonnes et belles et ilz rompent chascun doit partir au damage, cest assavoir des marchants a qui le vin sera; A. and P. also have long omissions, but not the same as our MS.; A.: omits "mes si corde roumpunt . . . tut le damage"; P.: omits "sauntz coe qils les out . . . et ils roumpunt." K., Q., R.: add after "taunt solement" "et le maistre et les mariniers."

² H.: une [nef] charge; B.: une nef est; P.: un nef est; N.: une nef est; A.: una nef est; Br.: een scip es; R., Q.: une nef est chargee; C.: una nao carga.

³ R.: Brest (Cl.: Bourdeaux); Br., F.: Sluus; G.: Slues.

⁴ H., N.: voile; B., Ra., V.: veille; P.: veyle; A.: velas; Q., R.: voll(1)e; K., E.: boucle; C.: su fusta; Br., G.: do not translate "leue sa veille."

⁵ Q., R.: mener; C.: arrumar; Br., G., F.: ladene = load.

⁶ H.: naflent; M., Ra.: nasient; B.: naflrent; P.: naflent; N.: nassient; Br.: verzekeren niet; Q., R.: ne offre (Cl.: n'offient) mye.

⁷ H., M.: lor boucle; B.: leur (P.: lour) bouche; N.: leur boude; A.: lur bocles; Br.: die sloten vander fustaille = the hatches of the casks; Q., R.: leur voll(1)e; C.: the whole passage runs - "è yendo por la mar facese por manera que se desarruma algunt tonel por falta del cantel que non es bien fecho así como deve, o la fusta non es buena."

⁸ H.: en la meer en tele manere; B.: en la mer en tiele maniere; P.: en myer en tyel manere; N.: en la mer en telle manere; A.: en la mer en tella maneyra; Br.: up die zee waerbi; C.: en la mar en tal manera.

⁹ H.: la fustaille de leyns; M., Ra.: la fustaille des leynes; B.: lour fustailles des leynes; P.: lour sustayle de leynz; N.: leur fustaille de dedens; V.: leur fustaille de leins; A.: lur fustalhe de lalenes; Br.: die fustaille ende tie slotte = the casks and the hatches; G.: de fustalle; R., Q.: la fustalle crol(e); E.: fustalles crolent.

¹⁰ B., N.: enfondre; V.: enfounde; A.: enfonda.

¹¹ N., V.: add "a sa descharge"; K., Q., R., E.: a sa drol(c)te descharge.

¹² H.: lur fustaille ad; M., Ra.: lor fustaille ad; B.: leur fustalles des leyns ad; P.: lour sustayle de leynz ad; N.: leur fustaille de de leins a; V.: lour fustaille de leins ad; S.: leur fustaille de leans a; A.: lur fustalhe dedens a; Br.: dat bi der fustaille ende tgehbrec van den sloten hare

[they will be bound to make good all the damage. But if the merchants say that the ropes are fair and good, and they break, each ought to share the loss, that is to say, the merchants] to whom the wine belongs alone. And this is the judgment in this case.

11. A ship loads at Bordeaux, or elsewhere, and hires out her casks to stow the wines,²⁰ and departs, and the master and mariners do not fasten as they ought [their bulkheads?],²¹ and bad weather overtakes them [on the sea] in such manner that the casks²² in the hold stave a tun or pipe; the ship arrives in safety, and the merchants say that the casks have destroyed their wines; the master says that it is not so; if the master can swear himself and [three of?] his companions, or four of those whom the merchants have chosen, that their [= the merchants'] wines were not destroyed by their [= the ship's] casks, even as the merchants

wine verloren sijn; Q., R.: dit (K., E.: dient) au maistre que par la futaille est perdu leur vin; C.: dicen que por la fusta perdieron sus vinos.

13 H.: qe noun fist; B., V.: que non fist; N., C., R.: que non; A.: que no fist.

14 Pardessus reads "nyer" instead of "jurer."

15 Instead of "totez," read "treis" or "trois"; H.: li et ses trois compaignouns; B.: li et ses trois compaignons; N.: luy et ses trois compaignons; P.: luy et ses troys compaygnouns; A.: luy et ses tres companhons; Br.: die meester ende drie jof viere van zinen schipmanne; K., E.: lui et ses mariniers soy tiers; R.: luy et ses mariniers, soient quatre (Q.: troys quatre) ou six; C.: con dos ó tres ó quatro de sus marineros.

16 H., R.: eslirent; B.: eslirront; P.: alyrout; N., A.: eslrout; Br.: ute lesen = choose; C.: quisleren.

17 H., N.: ne se perdirent; B.: ne sen perdirent; P.: ne se perdoient; V., A.: ne se perderent; Q.: ne perdrent (R.: perdissent) par eulx ne par leur futaille ne leur defaut; K., E.: omit "par lur futaille."

18 H.: come; N.: si comme; P., A.: si cum.

19 N.: sur; V.: suys; K.: a sovre.

20 This passage has, to my knowledge, never been adequately interpreted. Twiss translates: "A ship loads at Bordeaux, or elsewhere, and hoists sail to convey her wines and departs" (cf. Twiss, Vol. III, p. 17), whilst Pardessus omits half the words and freely renders: "Un navire a pris un chargement de vins a Bordeaux on ailleurs, et met à la voile pour sa destination" The Spanish version came somewhat nearer the truth: "Una nao carga en Burdel ó en otra tierra qualquiera, ó lieva su fusta para arrumar los tonelos, è partese"; at all events, it correctly rendered "arryner" by "arrumar" = stow (cf. Godefroy, "ariner").

The context brings out clearly that the boat supplied the casks required for the transport of the wine (see n. 22, below), and "veille," which was confused in all extant versions with "velle" ("veia"), i.e., sail, probably represents a Gascon form, "veje" or "veja," perhaps of Italian origin (cf. Italian "veggia," connected with "vejes" < *vehes*—Diez, Art. Veggia), meaning cask.

21 Twiss remarks (Vol. II, p. 223, n. 3) that "the word 'boudes,' which in its usual acceptation is unintelligible in this place, is probably the French translation of the English word 'bulkheads,' which are the planks or timbers which divide the hull of the vessel into compartments, and are necessary to prevent the cargo when properly stowed from shifting its place." Perhaps "boudle" is simply a Southern French form of Prov. "bocla" = something bulging, hence, perhaps, ends of ropes put under casks, which apparently is the meaning of the Spanish "candel" or "canteles," found in C. The Bruges MS. (Br.) translates this word first by "sloten" and the second time by "loncken," which Pardessus and Warnkönig read "boucken," and which might well be a Flemish form of A.F. "boudle."

22 "It would appear to have been the practice in the wine trade between Bordeaux and London about this time for the owners of vessels engaged in that trade to find casks for the transport of wine, as part of the ship's furniture" (Twiss, Vol. II, p. 223, n. 4).

deliueres¹; et sils ne voyelent mye jurer, Ils deyeuent rendre as m^{ar}chaunz lour damages, Car Ils sount tenuz a affyer² lour boucles et lour esclores³ byen et c^{er}teyneme^{nt}, auaunt qils deyuent dep^{ar}tir⁴ de lyeu⁵ ou Ils se chargent. Et cest le jugem^{ent} en cest cas.

12. Vne mestre lewe⁶ ses maryners, et les doit tener en pees, et estr^e lour juge, sily ad nul q^e endamage⁷ lautr^e, p^{ar}quey il mette⁸ payn et vyn a table. Celui q^e dementra⁹ lautr^e doit paier iiij.d.; Et le mestr^e, sil demente nul, doit paier viij.d.; Et sil y ad nul q^e demente le mestr^e, Il doyt paier a tauntz come le mestr^e.¹⁰ Et si ensi est q^e¹¹ le mestr^e enfierge¹² vn des

¹ N.: ilz ne doivent rendre aux marchants leurs dommages, autrement les doivent rendre tout au long.

² N.: car ilz sont a assaler leurs boucles; Br.: want zil zijn sculdich tsintene ende te verzekerne hare loncken (G.: ere slote) = since they are bound to fasten and to secure their bulkheads; C.: ca ellos son tenudos de afiar bien sus toneles (è facer sus obras bien è compliamente); R.: ilz sont tenuz a officier leur voille (bien et iustement).

³ H.: elores; M., Ra.: eslores; B., P., N.: ellores; A.: eloers; Br.: elloren; L., G.: omit; R., Q.: voll(l)e (?); C.: obras (?).

⁴ H.: se deyvent partir; B.: deyvent partir; N.: partent; V.: partiront; A.: delant departir.

⁵ P.: liel.

⁶ H., B., P.: lowe; N.: loue; A.: loa.

⁷ H.: si il la nul qⁱ endamage lautre; B.: si aucun denlx (P.: de eux) endamage lautre; N.: se aucun denlx endement lautre; V.: si aucun deux endament lautre; A.: si aucun deus endamage lautre; R.: sil ya aucun qui demente lautre; Br.: van dat een den andren mesdoet; G.: van allem dat se malk anderen misdon; C.: si algunt marinero desmentiere.

⁸ H.: par quei (P.: par quey) il met; B.: par quoy il mette; N.: puis que len mette; A.: per cuy et met; Br.: alzo langhe als hi hem brood ende wiin ter tafelen leit; R., Q.: pourquoy ilz ayent (Cl.: parquoy avant qu'ils alent) vin et pain; C.: estando á la tabla.

⁹ H.: dementera; M., Ra., B., A.: dementira; N.: dementyra; P.: dement.

¹⁰ H.: et le mestre, sil demente nul, doit paier viij.d. et si il a nul qⁱ demente le mestre il doit paier atant come le mestre; B.: et sil y ad nul qui dement le mestre il doit paier viij. deniers; P.: et ly mestre si yl demente aucun de ses maryners yl doit paier viij.d. Et sil y a nul q^y demente le mestre yl doit paier viij.d.; N.: et se le maistre demente aucun de ses mariners il doit payer huit deniers et sil y a aucun qui demente le maistre il doit paier huit deniers; V.: et si le maistre demente nul de ses mariners il doit paier huit deniers et sil y ad null qui demente le maistre il doit paier huit deniers; A.: et si le mestre dement aucuns de ses companhons, doit paier viij. deniers; et si ya nulh qui demente lo mestre, il doit paier viij. deniers; Br.: ende heet die meester yement lieghen, hi verbuerd viij. penninge, ende heter enich den meester lieghen hi verbuerd viij. penninge = and should the master call any one a liar, he shall be fined eight pennies, and should any one call the master a liar, he shall be fined eight pennies; R.: et si le maistre dement aucun il doit payer huit deniers, et si aucun des compaignons desment ledit maistre il payera huit deniers; C.: è si alguat marinero desmentiere al maestre peche ocho dineros de parafines.

¹¹ B., P., N., V., A.: omit "ensi est qe"; R.: si ainsi est que.

¹² H., B.: enferge; N.: enserge; A.: en fert.

¹³ Twiss has made a curious blunder, through failing to understand the A.F. "mettre sus" or "mettre sur," which occurs commonly in the sense of "surmise against," "charge with," etc. (e.g.,

surmise against them,¹³ they ought to be quit and set free; and if they are not willing to swear, they ought to make good to the merchants their damage, for they are bound to fasten well and surely their bulkheads[?] and their hatches,¹⁴ before they depart from the place where they have loaded. And this is the judgment in this case.¹⁵

12. A master hires his mariners and he ought to keep them in peace, and be their judge, if there is any one who hurts another, because he [the master] puts bread and wine on the table[?].¹⁶ He who shall give the lie to another ought to pay fourpence; and the master, if he gives the lie to any one, ought to pay eightpence; and if there is any one who gives the lie to the master, he ought to pay as much as the master.¹⁷ And if it

"defend Richard que ci est encontre le baillif Robert par noun que la est e encontre sa sute, e quant que il ly mette sur"—*Court Baron*, p. 21). In Vol. III, p. 17, he translates "come les marchaunz lur mett(r)ent sus" "as the merchants stowed their wines above the waterline"; in Vol. II, p. 225, "since the merchants stowed them under them (I)," adding in a footnote, "The Editor has great doubts as to the meaning of the words, 'et cum les marchans luy metent sus.'" Br. follows here, as in most points, the English MSS. very closely, "also die coopleden zeeghen ende hem up leeghen," which does not mean "since the merchants ordered and stowed them," as Twiss maintains, but simply "as the merchants say and surmise against them."

¹⁴ Here again the Oak Book has undoubtedly preserved the correct reading, and the meaning of the word is obvious. Twiss was therefore quite correct when, not without some misgivings, he translated "eslores" (also "elores," "aliores," etc.) by "hatches," quoting the authority of Cleirac that "Les ouvertures du tillac pour descendre au dessous sont nommées lloires, escoutes, escoutilles" (cf. Twiss, Vol. III, p. 17, n. 2). In Northern French *esclore* appears, however, to have been used only as verb, so that *esclore* substantive was perhaps a technical term peculiar to Gascony.

¹⁵ With regard to this article, Pardessus observes that, although the principle of it was to be found in most of the maritime regulations of antiquity, yet the clause which enables the master and his crew to justify themselves simply on oath is typically mediæval.

¹⁶ Literally our text means: "wherefore let him [*i.e.*, the master] put bread and wine on the table," or, if "mette" be considered as a mistake for "met" (the reading given by several MSS.), "because he [the master] puts bread and wine on the table." The latter, which I have adopted in my translation, is probably the correct reading, the meaning being that the master shall have such power over the mariners because, and as long as, he is their employer. This is clearly the view taken by the earlier German translators:—Br.: also langhe als hi hem brood ende win ter tafelen leit; G.: so lange also he ene brot vnde win ter taffelen lecht = so long as he sets bread and wine on the table before them. The Spanish version (C.) simply has "es'ando á la tabla" = being at table, *i.e.*, at meal time (?).

Another interpretation has been given of this passage by connecting it, not with what precedes, but with what follows, viz.: "in order that he [= the master] put [again] bread and wine on the table, he who has given the lie to another shall pay four pence, etc." Such an interpretation, whilst it agrees with the practice alluded to below (Art. 14), is hardly compatible with the rest of the article, which mentions the case where the master himself is the offender; nevertheless, it appears to have been followed by Cleirac, and, after him, by Pardessus himself. The latter translates (t. I, p. 332): "Si l'un donne un démenti à l'autre, il doit, avant d'être admis à la table commune, payer quatre deniers."

Twiss seems to have been doubtful as to the meaning of these words, seeing that he translates in one place (Vol. III, p. 17): "if there is any one who hurts another, whilst he puts bread and wine on the table; he who shall give the lie . . ."; and in another (Vol. II, p. 225): "if any one of them damage another; when bread and wine are set upon the table, he that shall give the lie . . ."

¹⁷ The severity with which mere insults, especially the offence of giving any one the lie, were punished, should be noticed, as it is without a parallel in older maritime legislation. The Rhodian Code, for instance, tolerated anything short of actual blows between the members of a ship's company (cf. Pardessus, Vol. I, p. 332, n. 2).

ses maryners, Il le¹ doit attendre^e la p^{re}mere colee, come de poyn ou de pasme²; Et sil lui fiert plus,³ il se doit defendr^e.⁴ Et si le mariner fiert le mestr^e p^{re}merement,⁵ il doit perdr^e C. s.⁶ ou le poyn, au choys des mariner.⁷ Et cest le jugem^{ent} en cest cas.

13. Vne Neff frette a Burdeux⁸ ou aillours, et vient a sa charge,⁹ et fount chartr^e p^{art}ye,¹⁰ Towage¹¹ et petit lodmans¹² sount sour les m^{ar}chau[nz. En]¹³ la Coster^el⁴ de Bretayne, touz ceux q^e lem p^{re}nt puy^s q^e len ad passe les debaat,¹⁵ ou [?] sont

¹ H.: il doit attendre; B.: il li doit entendre; P.: yly doyt entendre; N.: il lui doit attendre; A.: il le doit atendre.

² H., Ra.: come de poyn ou de paume; B.: come du poigne ou de palme; P.: ou de poyn ou de palme; N.: comme de poing ou de painne; V.: de poigne ou paume; A.: cum de pung o de palme; Br.: als metter palme lof metter vuust; R.: comme du poing ou de paulme; C.: palmada o punnada.

³ H., P.: et sil le fiert plus; B.: et al li fiert le plus; N.: et si le mariner fiert plus; A.: et sil fiert plas.

⁴ A.: torner o deffendre; R.: ledict compaignon se peult deffendre; Br.: hi mochte hem wel weren; G.: so mot he sik wol weren; C.: el marinero se puede bien defender; Pardessus reads "se poet."

⁵ H., B.: le mestre premier; P.: le mestre primer; N., R.: premier le malstre; A. (also G.): omits "premier"; Br.: den meester voren = the master first.

⁶ In the MS. "s" is overlined; H., M.: cent soulx ou les poins; B.: cent soldz ou le poign; P.: C sol ou le poyn; N.: cinq soulx ou le poing; A.: c. s. et le pung; L.: cent sois o la punh; Br.: C. scellinge jof die vuust; K., R., Q.: cinq solz ou perdre le poing; C.: cient sueldos de la dicha moneda o el punno.

⁷ H.: al chois de mariner; B.: au choise du mariner; P.: al choys du mariner; N.: au chois du mariner; A.: au chois deus mariniers; L.: al chois des mariners; Br., G., R., Q., E.: omit these words; C.: qual mas quisiere; K.: au choix du mestre.

⁸ H.: une nef frette a Burdeux en la Rochelle ou aillours; B.: une nef est frettez a Bourdeaux ou a la Rochelle ou aillours; P.: un nef frette a Bordlows ou a la Rochele ou aylours; N.: une nef se frette a Bordenaulx a la Rochelle ou aillours; A.: una nef sa freta a Bordeu o alhors; Q., K.: Une nef se frette a Bordeaux ou en aultre lieu; R.: omits the whole of this article; Br.: een scip es vervrecht to vaerne te Bordeaux, ter Rochele lof elva; G.: item, worde eyn schip vor vrachet to Bordenus to varende efte anders wor; C.: una nao es afreytada en Burdel ó en otra tierra qualquier.

⁹ H., N.: descharge (but B., A., P.: charge; L.: carga); Br.: daert ontladen zal = where it shall unload; Q., K., E.: a sa droiete descharge; C.: á su derecha descarga.

¹⁰ H.: sont chartre partie; M., Ra.: sont partie chartre; B.: font chartre partie; P., I., N., S., A., L.: omit "font chartre partie"; Br.: maken charter partie; C.: è hay carta partida . . . segunt la costumbre de la tierra; Q., E.: sont chargez my partie (l).

¹¹ Br.: tonage; Q.: tonnaiges; P.: "tollages," a mistake for "towages."

¹² H.: petites lodmannage; M.: petite lodmanage; B.: petitiz lodmanage; P.: petit lodmannes; N.: petitiz lodmanages; A.: petit lotmage; Br.: lodmanage; Q.: petis lomaux; C.: petitlmanes; K.: petits loesmans; E.: petits lomang servantes.

¹³ MS. worn.

be so that the master strikes one of his mariners,¹⁶ he [*i.e.*, the mariner] ought to abide the first blow, whether it be of the fist or of the palm of the hand; and if he [the master] strikes him more, he [the mariner] may defend himself. And if the mariner strikes the master first, he ought to lose a hundred shillings or his fist,¹⁷ at the choice of the mariners [*i.e.*, mariner?]. And this is the judgment in this case.

13. A ship is freighted at Bordeaux or elsewhere, and comes to her [place of] loading,¹⁸ and a charter-party¹⁹ is made, towage and petty pilots²⁰ are [a charge] upon the merchants. On the coast of Brittany all those whom they take after they have

¹⁴ H.: e la costie; B.: en costere; N.: en la (P.: le) costie; A.: en la costeira; Br.: ande costie; C.: en la costa; Q.: la coustume (de bretagne est).

¹⁵ H., M., B.: les debatiz; Ra., L.: les (P.: lez) debats; N., S.: les debitez; A.: omits; Br.: die debats; G.: hils de Bades; C.: la isla de Bas en Leon; Q.: lile de bas; K.: lile de Bas en Leon. See p. 79, n. 18.

¹⁶ Pardessus (Vol. I, p. 332, n. 3) draws attention to the fact that this article makes no provision for the contingency of a mariner injuring another on board the ship (Article 6 dealt with such offences committed whilst the crew were ashore); such a case, he thinks, would be dealt with by Common Law.

¹⁷ Considerable divergences are found in the MSS. respecting this penalty (see variations on opposite page, n. 6), but the most trustworthy texts agree with ours in fixing the penalty at a hundred shillings or at the loss of the fist; "the reading of the Bordeaux text (A.), which makes the penalties cumulative, is erroneous" (Twiss, Vol. II, p. 227, n. 2), so is that of the Black Book (*i.e.*, N., also MSS. 7) in estimating at five shillings only the loss of a man's hand.

The loss of a hand was no rare penalty in the Middle Ages; another instance of it will be found in Article 26, which is peculiar to the Southampton MS.

¹⁸ From the variants given on opposite page (n. 9), it appears that most MSS. read "descharge" instead of "charge," and this reading has been adopted by Pardessus and Twiss. On the other hand, it is significant that the most reliable MS. of group β, *i.e.*, B. (together with P. and A.) agrees with the version of the Oak Book, and that the context unquestionably requires "charge," seeing that the article has nothing to do with the landing of goods at the place of destination, but deals with the method of freighting and the various expenses incurred during the voyage. It should also be observed that a similar confusion between "charge" and "descharge" occurs again in Art. 18, below.

The adoption of "charge" for "descharge" removes the objection raised by Twiss, and reproduced in note 19, below.

¹⁹ "The origin of this phrase 'a charter-party' is derived from the practice of writing out contracts on a paper or charter, and then cutting or otherwise dividing the paper into two parts, so that either party to the contract should hold a moiety, 'una carta partita.' An indenture, in a similar manner, was a parchment divided into two parts, with jagged or indented edges. The term 'chartre partie,' which is the reading of the oldest MSS., inasmuch as the instrument appears to have been in this case made upon the discharge of the cargo [see, however, note 18, above], must be taken to mean here something very different from a contract for freighting a vessel. It probably means an account of the expenses, which were to be shared between the master and merchants. The rest of the article is in hopeless confusion" (Twiss, Vol. IV, p. 85, n. 1). If the reading of the Oak Book be adopted (see note 18, above) this confusion disappears, and the explanation advanced by Twiss becomes unnecessary.

²⁰ "Petit loquet est défini en la Coutume de la Commune de Oleron, ch. LXXXVIII, as 'home qui loget a l'entree daus ports et daus avres seivent dau dangers daus porz et daus havres' = 'the man who stations himself at the entry of ports and of havens, knowing the dangers of the ports and havens'" (Twiss, Vol. II, p. 384), *i.e.*, "coasting pilots, whose vocation it was to conduct vessels into or out of particular havens or rivers" (*op. cit.*, p. 227, n. 3).

petitz lodmans¹; Et ceux de Normandye et Denglet^{er}, (puys q^e len ad passe² Calays³; Et ceux descocce,) pu[y]s q^e lem passe Jernesye⁴; Et ceux de fflandr^e, puys q^e lem passe Calays; Et ceux descocce, puys q^e lem passe Jernemouth.⁵ Et cest le jugem^{ent} en cest cas.

F. 43a.

14. Contek⁶ se fait en vne Nieff, entr^e le mestr^e et les maryn^{ers}; le mestr^e doit ouster la Towayle⁷ deuaunt les⁸ maryners iij. [foiz],⁹ auaunt qil les comaunde¹⁰ hors. Et si le maryn^{er} offr^e afair^e la amende al agard¹¹ des maryn^{ers} q^e sont a la table,¹² Et le mestr^e soit a taunt¹³ cruel qil ne voet¹⁴ rien fair^e et les mettr^e¹⁵ hors, le mariner pout¹⁶ aler et siwre La Nieff

¹ H.: ou sont petitz lodmaunz; B.: ou sont petitz lodmans; P.: ou sont petit lodmannes; N.: ou sont petits lodmans; A.: o son partit les dimans (!); L.: o soon petits lodmanages; Br.: ende ziin clene ledmanagen; Q.: et len soit painz la main (!); E.: et l'en soit porte la main; C.: son lemas.

² H.: puis qe lem passe; B.: puis que lempassez; N., P.: puis que len passe; A.: puis que lom a passe; Q.: puis quon passe.

³ H., M., Ra., B.: Caleys; N.: Calais; P., V., G.: Chaleis; A.: Chaleis; L.: Trales; Br.: Gernesee (altered by a later hand into Calais); C., Q., R., etc.: omit "puys qe len ad passe Calays et ceux descocce."

⁴ Read "Gernesye"; H., M., Ra., B.: Gerneseye; N.: Gernesey; C.: Guernes; Q.: Grenese; L.: Guerneunia; A.: omits "Et ceux descocce puys qe lem passe Gernesye . . . Calays"; P., Br.: omit "Et ceux descocce . . . Gernesye," and invert the order of the following two sentences.

⁵ H., M., Ra.: Jernemue; B.: Jernemuth; P.: Jernemouthe; A.: Germania; V.: Yernemuthe; C.: en Artamora; Q.: gernesemle; Br.: Eernemude (altered into Yernemue).

⁶ H.: kontek si fet; M., Ra.: kontek fet; B., P.: contel se fait; N.: kontek se fait; A.: conecese se fet; L.: contenta se fa; Br.: het ghevalt dat debaet es = it happens that there is a debate; C.: contienda se face; Pardessus reads "contens se fait."

⁷ H.: la towaille; B.: le towaille; N., M., Ra.: la towaille; V.: la towale; A.: la toalha; Br.: tscolaken; G.: schoen laken; R.: la toaille; C.: las tobajas; I.: mettre la touaille.

⁸ H.: devaunt ses; B., N., A.: de devant ses; P.: de vont ces; Br.: voren den (scipman) = before the mariner; K., R., Q.: devant son; C.: delante del (marinero).

⁹ H.: trois foiz; B.: trois foitz; N.: trolz foiz; A.: tres feis.

¹⁰ H., M., Ra.: qil les menge hors; B.: quil les commande fors; N.: quil les commande (P.: comande) hors; A.: quil les commanda aller fors; Br.: (eer) dat hine heet utegaen; R., Q., E.: que le mettre hors; K.: que le mettalge hors.

¹¹ H., B., P.: a la garde; M.: al egard; Ra.: al agard; S., N., R.: au regard; V.: a le garde; A.: a lagrat; L.: a lesgard.

¹² C.: asi como mandaren los otros marineros que son en la nao.

¹³ H.: soit taunt; B., A., P.: soit tant; N.: est tant.

¹⁴ H.: volle; M., Ra., B.: vaille; P.: woyle; N.: veuille; A.: vulha.

¹⁵ H., P.: et le met; B.: mes les mettre; N.: mais le mette; V.: mais les mette; A.: et lomet; K., Q., R.: et le met hors.

¹⁶ H.: se poet aler et suire; B.: se poet aler et suir; P.: poet ben aler sur; N.: puet aler et suyr; A.: sen pot aler et seguir; R.: sen peult aller suyvre; C.: se puede ir tras (la nao).

passed the Isle de Bas,¹⁷ [in Leon] are petty pilots,¹⁸ and those of Normandy and England (after they have passed Calais, and those of Scotland)¹⁹ after they have passed Guernsey, and those of Flanders after they have passed Calais, and those of Scotland after they have passed Yarmouth.²⁰ And this is the judgment in this case.

14. Contention arises on board of a ship between the master and the mariners. The master ought to take away the table-cloth²¹ before the mariners three times, before he orders them out [of the ship]. And if the mariner offers to make amends according to the award of the mariners who are at the table, and the master is so cruel that he will not do anything, and he puts him out, the mariner may go and follow the ship up to her

¹⁷ A glance at n. 15, on page 77, will show how curiously the name of that small island off the coast of Brittany has been misquoted both in English and German MSS. "Verwer in his version of the Judgments of Damme has, however, preserved the true reading" (Twiss, Vol. IV, p. 318, n. 1). The Breton and Norman MSS. (7) are also for the most part correct.

¹⁸ It is highly probable that the original version had "l'Isle de Batz en Leon sont petitz lomans," which has been preserved in C. and K., whilst elsewhere it has been hopelessly misunderstood. "En Leon sont" became "ou seon sont" and finally "ou sont" in all English MSS., and "et len soit" in most of the Northern French MSS. (7) (cf. n. 1, on opposite page).

¹⁹ The words in brackets, as Twiss has already pointed out (Vol. III, p. 19, n. 3), are clearly an interpolation, due to an oversight of the scribe of MS. x, for all the texts derived from x contain the same error. The corruption was, however, so obvious that some of the copyists attempted more or less successful emendations (cf. the readings of Br., P. and A. in n. 4, on opposite page, also Introduction, par. 73).

²⁰ Pardessus (Vol. I, p. 333, n. 1) points out that under the various maritime laws of antiquity, the master of a ship was responsible to the merchants if he omitted to take pilots in dangerous passages, and bore alone the expenses that might thereby be incurred, as part of the contract into which he had entered, viz., to convey the goods to a specified place at a specified rate. But an agreement contrary to this ancient practice was by no means illegal, and the merchants might, indeed, for certain considerations, undertake to bear the expenses of hiring harbour pilots; only the merchants had to be protected against abuses on the part of the master, who might have remained idle, and engaged special pilots at every possible opportunity. It was to guard against such abuses that the article definitely stated in what portion of the voyage (varying, of course, with the route taken) the master, sailing under such an agreement, should charge pilotage expenses to the merchants.

It is also possible that the merchants were liable for half these expenses only, and Pardessus remarks that subsequently in France, according to an ordinance of 1681, their share was fixed at two-thirds, but even then an article like the present one would not have been superfluous.

It should be noticed also that no article became more hopelessly corrupt in later editions than this Article 13. The reading of some of the continental texts is simply absurd (cf. the readings of A., Q. and E., in n. 1). When, therefore, Garde, and later Cleirac, prepared their editions of the Rolls, it is no wonder that they struck out this article as being wholly unintelligible.

²¹ Pardessus translates: "the master can only dismiss a mariner after excluding him from three consecutive meals," observing that the sense of this passage is by no means clear, but that his translation is justified by a custom practised in the Middle Ages, which consisted in removing the table-cloth in front of a guest to show one's utter dissatisfaction with him. Twiss is very likely right when he suggests "that 'ouster la towaille' is a metaphorical expression for excluding a person from the dinner table. . . . It is hardly probable that where one kitchen a day only was allowed, and no wine at dinner, the ceremony of laying a table cloth before each mariner was a necessary prelude to the dinner" (Twiss, Vol. II, p. 229, n. 3). "The Consolat del Mar, ch. CXVIII, gives more discretion to the master in case of a quarrel with a mariner; but it is required in ch. CCXXII of the Consolat that the master should give the mariner warning, in like manner as enjoined here, by taking away the bread and meat on the table before him" (Twiss, Vol. III, p. 21, n. 1). See also Art. 12, p. 75, n. 16.

iesques a sa descha[r]gez,¹ et tut au^{er} auxi bon lower come il estoit venuz dedeys la Nieff,² amendaunt le forfait al agard³ de la table. Et si ensi estoit⁴ q^e le mestr^e ne eyt leyns⁵ auxi bon maryn^{er} com lui, et la p^{erde}⁶ p^{ar}⁷ ascune auent^{ur}e, Le mestr^e est tenuz de rendr^e⁸ la damage de la Nieff, et de la marchaundys^e q^e y s^{er}ra, sil y ad de quey.⁹ Et cest le jugem^{ent} en cest cas.

15. Vne Nieff est en un couuers¹⁰ amarree; et astaunt¹¹ de sa marree,¹² vn aultr^e Nieff [vient et fiert la Nieff]¹³ qest en sa pees. La Nieff est en damage¹⁴ du coup q^e lautr^e lui doune, et y ad des vyns enfondreez¹⁵ dascunes,¹⁶ le damage doit estr^e p^{ri}sagie¹⁷ et p^{ar}ti moyte¹⁸ entr^e les deux Neeff. Et les vyns q^e sount dedeys les ij. Niefs deyuent p^{ar}tir¹⁹ du damage entr^e les m^{ar}chaunz. Le mestr^e de la Nieff q^e [ad] ferrwe²⁰ lautr^e (est) est tenuz a jurer

1 H.: desques al descharge; B.: jusques a sa descharge; P.: ieques a sa descharge; N.: jusques a la descharge; V.: jesques a la descharge; A.: requis a sa descharge; R.: iusques a sa droicte descharge.

2 H.: et tout aver autresi son lower come il venu de deinz; Ra.: et tut aver autresi son lower come il venist de deinz; B.: et avoir auxi bon lower, come sil estoit venuz dedeinz la nef; P.: et avoir aux lower cum il estoit venus dedeinz la nef; N.: et avoir ainsi bon loyer comme sil estoit venu dedens la nef; V.: et avoir aussi bone lower come se estoit venuz de deinz la nef; A.: et aver aussi bon loer cum sil y estoit venu dedans la nef; Br.: ende hebben also goede huere jof hi int scip commen ware; R.: et doit avoir aussi bon loyer comme sil estoit venu dedans; C.: è deve haver tan buena soldada como si el fuera dentro en la nao.

3 H., B., P., V.: a la garde; M.: al egarde; Ra.: al agarde; N.: au regard; A.: dela garda.

4 H.: ensi soit; N., R.: ainsi est; V.: ensi soit; A.: ainsi estoit.

5 H.: que le mestre neust autresi bon marinier come li en la nef; B.: que le mestre eust auxi bon marinier come celli en la nef; P.: que le mestre ne usse auxi bon marinier cum celui en la nef; N.: que le maistre neust aussi bon marinier comme celui en la nef; A.: que le mestre ne aust aussi bon marinier cum luy en la nef; Br.: dat die meester ne hadde ne ghene also goeden scipman als hi int scip; R., Q., E.: que le maistre ne preigne (K.: metge) aussi bon compaignon comme celui en la (dicte) nef.

6 B.: le perdoit; P.: perdoit; N.: la perdoit; A.: ela se perdroit; R.: elle sempire; C.: la nao se perdiera.

7 "par" overlined.

8 H., K., Q., R.: rendre; B., P., N.: restorer; A.: restaurer; C.: pagar.

9 H., P.: sil ad de quel; B.: sil ait de quoi; N., R.: sil a de quoy; A.: sil y a dequoy.

10 H.: cuvers; M.: cunvers; B.: couvers; P.: cours; N., A.: convers; K.: couvert lieu; Q., R., E.: cours llee; Br.: comens; G.: havene; C.: un puerto ó en otro logar.

11 H., M., Ra., B.: hasant; P.: esteant; N., A.: estant; Pardessus reads "ostante."

12 P.: de sa marree; B.: de son marree; N., A.: a sa maree.

13 H.: un autre nef crest en sa pees; M.: un ancre neof crest en sa pees; Ra.: un autre neof crest en sa peer; B.: un autre vient et fiert la nef qest en sa pees; P.: un altre nef vient et fiert la nef qui est en sa pees; N.: avec autre nef vient et fiert le nef qui est en sa paix; A.: una outra nef

[port of] discharge, and have as good wages as if he came on board the ship, making amends for his fault according to the award of the table [*i.e.*, of the ship's company]. And if it should be that the master has not as good a mariner as he on board, and that he lose her [*i.e.*, the ship] through any accident, the master is bound to make good the damage of the ship and of the merchandise which may be on board, if he have wherewithal. And this is the judgment in this case.

15. A ship is moored in a roadstead, and hastening on with the tide another ship [comes and strikes the ship]²¹ which is at rest. The ship is damaged by the blow which the other has given her, and the wine of some [of the casks] is spilt; the damage ought to be appraised, and divided by halves between the two ships. And the wines which are in the two ships ought to share the damages between the merchants. The master of the ship which has struck the other is bound to swear, himself and his mariners,

vient et fer la nef qui est a la pels; Br.: ende een ander scip comd metten ghetide ende slaet dat datter ghemarst leicht = and another ship comes with the tide and strikes that which lies moored; R.: une autre nef vient de hors de la mer, et ne se gouverne mye bien, et se fier a la nef qui est en sa voye; C.: è otra nao viene de la mar en fuera è non governa bien, è fiere sobre la otra nao que está en paz.

14 H.: la nef est a damage; M.: la nef est a damage; B.: en tiel maniere que elle est en damage; P.: en tele manere que ele est en damage; N.: en telle maniere quelle est endommagée; A.: en tella maneyra que la est en damage; Br.: zo dat scade heift; R.: si que la nef est endommagée; C.: è pierdense de los bienes è mercaderías que y son.

15 H.: vins enfondres; Ra., B.: vynes enfondres; P.: vins estrudres; N.: vins enfondre; V.: vines enfondrez; A.: vins enfondres; R.: vins deffouces et effondrez; Q.: vins fouldrez; Br.: so datter winen den bodem ute villegen = so that the bottoms of the wine casks are started; C.: è pierdense de los bienes è mercaderías que y son.

16 H., B.: dascuns; P.: dacouns; N.: dedens; V.: dascuns dedeins; S.: dasceuns dedens; A.: daucuns; R.: dune part et dautre par la raison de ce coup.

17 H.: prisagez; B., P.: aprisez; N.: apprísie; V.: apprísie; A.: apríséis; R.: prise; Q., K.: prisaige; Br.: bi perse; G.: by prise.

18 H.: parti moitie; B.: partiz moitie; N.: party par moitie; V., S.: party moitez; A.: partir pour moitie; Q.: moytie par (K., E.: a) moytie; R.: moietie par moietie.

19 H.: doivent estre partiz pur le damage; B.: doyvent partir du damage; P.: deyvent partir de damage; N.: doivent partir du damage; V.: devent partir du damage; A.: doivent partir le dampnatge; Br.: zlin sculdich te deerne die scade = are liable to contribute to the damage; K., E.: doivent partir les dommaiges autres (Q.: le damage aussi).

20 H., M.: qe ad feru; Ra.: qad ferie; B.: qui ad feruz (P.: feru); N.: qui a ferue; V.: qad ferue; A.: qui a ferrua.

21 Like all MSS. of *a*, the Oak Book omits the words in brackets. As these words certainly existed in the original, I have supplied them in the translation. The meaning is not obvious, but the rendering of Twiss, "A ship is in a roadstead moored and riding at her mooring, and another ship strikes her when she is at rest," seems hardly satisfactory, and is based on a misinterpretation of "hastant de sa maree" (the reading of *al*), which is perfectly correct, and not a mistake for "estant," as Twiss surmises. Pardessus reads "ostante," but gives a better rendering than Twiss: "Si un navire est ancré dans un port, et qu'avec la marée un autre venant du dehors se heurte contre le premier." The Flemish translation, Br., agrees with Pardessus' version.

lui et ces maryners,¹ qil ne le fierent pas de gree²; Et est reson p^{ur} quey cest jugem^{nt} fait³ si ensi est, q^e vne vyole [= vyele] Nieff se myst volunters en la voie de meillour, si ele eust touz ses damages, p^{ur} quydoir auer laut^e Nieff.⁴ Mees q^{ua}unt ele soit⁵ q^e ele doit p^{ar}tir a la moyte,⁶ ele se mette volunt^{er}s hors de la voie.⁷ Et cest le jugem^{nt} en cest cas.

F. 43b. 16. Vne Nieff, ou ij., ou plus sount en⁸ vn hauene, ou yl y ad poy de Eawe⁹ et si assecche¹⁰; lun des Niefs est¹¹ trop pres del ault^e, le mestr^e de cele Nieff doyt dyre as aultres maryners, "Seign^{ur}s, leuetz v^{ost}re Ancr^e,¹² qar¹³ ele est t^{ro}p pres de nous et porroit faire damage," et ils ne la voele[nt] leuer, le mestre p^{ur} eux¹⁴ et ces compaynons la vou^{nt}¹⁵ leuer et esloigner¹⁶ de lui.

¹ B.: compaignons; C.: compannas.

² H.: qil ne firent pas de gre; B.: qlis ne le fesoient mye de gre; P.: qlies ne firent mie de gree; N.: quelz ne le firent mye de bon gre; A.: que ilz ne le firent mie de gre; R.: quil ne firent (Cl.: fireurent) mye de leur gre et volunte; Q.: quilz ne le firent mye de leur gre.

³ All English MSS. insert "est" before "fait," and repeat it after "ensi"; P., however, suppresses it after "ensi"; Br.: ende dits de redene, waer omme dit vonnesse es ghemaect, het ghevalt dat een . . . = and this is the reason wherefore this judgment has been made, it happens than an . . . ; R.: et est raison par quoy ce iugement fut faict, premierement que . . . ; C.: es la razon porque el juicio fué dado en esta manera, porque . . .

⁴ H.: se est qe une vieille nef se mist volunters en la voie a une mellure, si ele touz ses damages por quider aver lautre nef; M., Ra.: si est qe une vieille neof se mist voluntiers en la voie a une mellure si ele touz ses damages pour quider au lautre nef; B.: si ensi est que une vieille nef se mist voluntiers en la voie dun meillour pur quider avoir lautre nef, si ele eust touz ses damages; N.: Et ainsi fust quil auroit tout le damage amende une vieille nef si myst voluntiers en la voie dune mellure nef pour quider avoir lautre nef se elle eust tous ces dommages; V.: si ensi fust quil auroit tout le damage amende une vieille nef se myst voluntiers en la voie dune meillour nef pur quider avoir lautre nef si elle heust touz ces damages; S.: se ainsi fust quil auroit tout le damage amende une vieille nef se mist volentiers en la voie dune meilleure nef pour quider avoir lautre nef se elle eust tous ses dommages; A.: que una velha nef ferinst voluntiers en la nova de una melhor, pour que doit aver lautra nef, si ela eust tot ses danmatges; P.: si ensi que un veytla (*sic*) nef se myst voluntiers a la voye du meyloure pur qy doyt partir en lautre nef si usse touz ses damages; Br.: het ghevalt dat een hout scip leghet gheerne in den wech van enen betren scepe, omme vanden andren alle die scade te hebbene, waert datter of te broken of gheharecht ware = it happens that an old ship lies willingly in the way of a better ship in order to have from the other all the loss, should it be either broken or sunk; R.: premierement que vne vieille nef ne se mette mye voluntiers en la voye dune meilleure si avant quelle endommage chose pour grever la nef; C.: porque un ome que oviese una nao vieja, la porna de grado en la via si en deviese cobrar todo el danno de la otra parte.

⁵ H., M., Ra.: mes quant ele siet; B.: mes quant il soit; P.: mes quant soyt; N.: mais quant elle scait; V.: mais quant ele soit; S.: mais quant elle scaityt; A.: mas quant ela soit; R.: mais quant elle scait bien.

⁶ H.: la moite; B.: a la moite; N.: a la moitie; V.: a la moitee; A.: a la meite.

⁷ H., M., R.: ele se voit volunt(i)ers de la voie; B.: ele se mettre voluntiers hors de la voye; P.: eles ses mettent voluntiers hors de la voy; N.: elle se mett volentiers hors de la voye; A.: ela se met volunters fors de la voia; R.: elle se tire voluntiers hors de la voye; C.: el qual tirará de la via de grado; Br.: so leghet ment gheerne buten weghe = one places the vessel readily out of the way.

⁸ H.: plus sunt en; B., S., A.: plus sont (P.: sount) en; N.: plusieurs en; R.: (deux nef) ou plusieurs sont en; C.: (una ó dos ó) mas áncoras están en (un puerto).

that they did not do it intentionally; and the reason why this judgment was so made,¹⁷ is that an old ship would willingly place herself in the way of a better ship, if she were to recover all her damages, in the hope of obtaining the other ship [by way of compensation].¹⁸ But when she knows that she must share [the damage of both] by halves, she willingly places herself out of the way. And this is the judgment in this case.

16. A ship, or two, or more are in a haven where there is little water, and which dries¹⁹; one of the ships is too near the other, the master of this ship ought to say to the other mariners, "Sirs, raise your anchor, for it is too near to us and might do damage," and [if] they will not raise it, the master and his men may proceed to raise it for them, and remove it to a distance

⁹ H.: poi de ewe; M., Ra.: poi de eawe; B.: poy deawe; P.: poy de yawe; N.: pou deaue; V.: poy dewe; S.: poy deaue; A.: poi deua; E.: poi eve; K., Q., R.: pou (d)eaue.

¹⁰ H.: et a secche; B.: et si asecche; P.: et si afiche (*sic*); N.: et si asseche; V.: et si assache; A.: et si assetha; Br.: ende pleghet droghe te zine; G., F.: omit these words; R. and C. render somewhat differently the whole passage down to "del aultre"; runs in R. (also K., Q., E.): et si asseche lancre dune desdictes nefz; C.: que se acertó una nao estar cerca de las áncoras de la otra nao.

¹¹ H.: et est trop; B., P., N., A.: omit "est."

¹² H.: auncre; B.: ancore; V.: ancre; A.: ancr.

¹³ H.: qe; all other MSS.: car (P.: kar).

¹⁴ H.: por li; B.: pour (P.: pur) eux; N.: pour eulx; A.: pour eus; Pardessus reads "paouren"; K.: le maistre et ses mariniers qui paour ont pour le dommaige la peuvent lever et hoster d'eulx; Q.: le maistre et ses mariniers qui pourront (E.: paour ont; R.: pourroient) partir du dommaige la peuvent lever et eslonger deulx.

¹⁵ A.: la veulen; L.: la volan.

¹⁶ N.: alongnier; P.: enloygner; S.: aloignier; A.: alhouer.

¹⁷ Although our MS. differs slightly from all other English MSS., it gives a better reading than they, and agrees with the Spanish version. See variants, n. 3, on opposite page.

¹⁸ This passage, found in all the English MSS., is perfectly clear, yet it has been singularly misunderstood by Twiss, who translated it, "If she were to have all her damages made good from having struck the other ship." An idea of the extent to which these Rolls came to be distorted beyond recognition in the hands of ignorant scribes, will be gained from a glance at the translation of the same passage as it is found in an English version of 1306 (printed by Twiss, Vol. I, p. 109): "The reason why this judgement was made is that an olde ship wyllingly lyeth not in the waye of a better, so fer forth as it knoweth not to damage it by grevyng."

Pardessus considers the whole passage as an interpolation, and concludes that the original text of these Rolls has yet to be found (Pardessus, Vol. I, p. 335, n. 2). Against such an assumption militates the fact that all MSS. and all the earlier translations contain this clause.

¹⁹ The Southampton MS. agrees with Br. (see n. 10, above). Other MSS., especially B., P., N., A., appear to connect "et si asseche" not with "havene," but with "lun des niefs." Pardessus has accordingly translated "Quand deux ou plusieurs navires sont en un havre où il y a si peu d'eau que l'un d'eux soit à sec." Twiss adopted a similar translation: "A ship, or two, or more are in a haven where there is little water, and one of the ships dries and is too near to the other."

Et sils la tollent¹ a leuer, et lancr^e lour fait² damage, Ils soun[t]³ [tenuz]³ al amender tout alouⁿc. [Et si ensi estoit qil y eust mis ancre saunz boye et ele fait damage ils sount tenuz al amender tout alounc.]⁴ Et sils sount en vn hauene q^e asche, [= assecche,] Ils sou[nt] tenuz ametr^e Balyⁿgnes a ancr^es⁵ q^e ne p^{er}gent au playn.⁶ Et cest le jugem^{ent} en cest cas.

17. Les maryners de le couste^{re} ⁷ de Beretaigne ne deyuent auer q^e vne quisyne⁸ le io^{ur}, p^{ar} la resons qils ount Bretagne [= beverage]⁹ en alaunt et venaunt. Et ceux de Normandye en deyuent auer deux le [io^{ur}, p^{ar} la resons]¹⁰ q^e lour metr^e ne lour troeue¹¹ q^e ewage al aler.¹² M[es puis qe la Nieff]¹³ est venuwe¹⁴ a la t^{re} ou le vyn crustz,¹⁵ les maryn^{ers} deyuent auer beuer[age],¹⁶ Et [lour deit]¹⁷ lour mestr^e quer^{er}. Et cest le jugem^{ent} en cest cas.

¹ H.: et sil tolent; B.: et sils la voillent; N.: et silz la faillent; V.: et silz la taillent; A.: et silz (P.: sils) la tollent; Br.: ende elst dat dander hemleden verbleiden; R.: et si les aultres defendent; C.: è si los otros martueros les diffienden (de levantar la dicha àncora).

² H.: lautre lur fet; B.: lautre leur face; P.: lancore lour face; N.: lancre leur face; A.: lautre (L.: lancra) los fassa; Br.: zil scade nemen biden ancker; R.: lancre leur faict; C.: la dicha àncora face.

³ All other texts insert "tenuz" between "sount" and "al."

⁴ H.: et si ensi estoit qil y eust mis ancre saunz boye, et il fount damage, ils sount tenuz al amender tut aloune; N.: et sil y eust mys ancre sans boye et elle face domage ilz seront tenu a lamender tout au long; Br.: ende ware enlich ancker zonder boeye, die hem scade dade, dies dancker ware werk sculdich te beterne = and should there be any anchor without a buoy, which does damage to them, this anchor is bound to make compensation; R.: et ainsl estoit quilz neussent mys vne orin ou bouee, et lancra faict domage, ilz sont tenuz a rendre le domage tout au long; in P. and C. it comes at the end of the article, viz.:—P.: et si luy ust mys ancore sans boye et yls face damage yls seront tenz a lamender toutz along; C.: si non, ellos lo deven pagar. This passage is also missing in A., V., and in Pardessus.

⁵ H.: et ancr^es; M., Ra.: et autres; B.: as autres; P.: as ancores; N., S.: aux ancr^es; V.: as ancr^es; A.: alas autras; L.: als ancras.

⁶ H.: qe ne parigent au plein; M., Ra.: qe ne partigent au plein; B.: qils ne preignent a plain; P.: qyls ne prengent al playn; N.: quilz ne pegent au plain; V.: qils ne peregent au plain; S.: quilz ne partegent au plain; A.: que ilz ne se pegent au plain; L.: que ne perguent au plein; Br.: dat zil ghene scade nemen = so that they may take no harm; G.: dat id nicht en foyle; R.: qui apparoistront au plain de la mer; C.: porque parezean las àncoras de prama.

⁷ H., Ra., B.: de la costere; N.: de la costiere; V.: de les costiers; P.: de la coste; A., C.: de la costa; K., R., Q., E.: omit "de la costere."

⁸ Ra.: quinsine; N.: esquisine; V.: esquisine; A.: cosina; R.: cuysine; Q.: cuisine; K., E.: quesine; P.: que une foyz quisine.

⁹ The MS. has "Bretaigne," which is obviously a blunder; H., B., V.: beverage; N.: buuraige; S.: burrage; A., P.: bevrage; Br.: drincken; C.: brevaie.

¹⁰ The writing is very faint. P.: et seuz de Normandie se deyuent avoir a respondre le quels ils serount deux le iour par la resoun.

¹¹ H.: baillie; B., N.: trouue; P.: trone; A.: trova.

¹² H.: qe ewe al aler; Ra.: qe al eawe a lour aler; B., P.: que eawe a lour aler; N.: que eawe a laller; V.: que eawe al aler; S.: que eawe alaler; A.: que eau aler; C.: si non agua; K., R., Q.: add "aux despens de la nef."

¹³ MS. stained; this is the reading of all the texts.

from him.¹⁸ And if they [*i.e.*, the crew of the other boat] hinder¹⁹ it from being raised, and the anchor does them damage, the others are bound to make compensation thoroughly. [And should there be any anchor without a buoy, which does damage, they are bound to make compensation thoroughly.] And if they are in a haven which dries, they are bound to put floats to the anchors which do not appear at high tide.²⁰ And this is the judgment in this case.

17.²¹ The mariners of the coast of Brittany ought to have one kitchen [*i.e.*, one cooked meal] a day, by reason that they have drink going and coming. And those of Normandy ought to have two a day, by reason that their master only supplies them with water in going. But when the ship arrives at the land where the wine grows, the mariners ought to have drink, and the master ought to find it for them.²² And this is the judgment in this case.

14 H.: est en; B.: sera venuz (P.: venus) a; N.: sera arrivee a (K., E.: en); V.: serra arrive a; A.: sera venue a; R., Q.: eat a; Br.: commen zal zlin = shall have come; G.: kumpt; C.: illegaren.

15 H., V., A.: creest; B.: est; N.: croist; P.: crost; Br.: groeyt = grows; C.: onde nasce (el vino); R.: omits the verb; Pardessus reads "qui est."

16 All MSS. have "beverage" (A., P.: bevratge); "beuer," which is the reading of our MS., must therefore be regarded as an abbreviated form.

17 The reading of our MS. is corrupt; most probably "leur delt" has been omitted by the scribe; I have accordingly supplied it. H.: lor delt le mestre quere; B.: leur mestre le doit querrer a eux; P.: leur doyt leur mestre quere; N.: leur doit leur maistre querre; V.: leur doit leur mestre quere; A.: et doit leur mestre lor querre; Br.: haerlieder meester eist hemleden sculdich te leverne; R.: et ce doit leur maistre leur querre; C.: el maestre les deve dar brevaie de vino trempado en una manera.

18 Under such circumstances the Roman Code authorised the cutting of the other ship's cables. (Pardessus, Vol. I, p. 335, n. 3.)

19 Twiss has rendered: "and if they fail to raise it," basing his translation on the doubtful reading of N. The majority of MSS., however, have a verbal form beginning with *t*, and the Southampton MS. confirms the assumption that "tollent" is the correct form. In Provençal, this verb could mean "to hinder, turn away, cease" (cf. Rayn., Art. tolre; cf. also Ital. "togliere"); but in Northern French it only meant "to remove," "take," "steal," (also "deprive," according to Kelham), hence the variations exhibited by the MSS. still extant, variations which can readily enough be traced from an original "tollent," "toillent"; "tollent" could easily become "taillent" and thence "faillent," or be confused with "voillent" (see variants in n. 1, on opposite page). It should also be noted that the continental versions (*e.g.*, Q., R.) have "defendent," which is clearly a translation of "tollent." The Spanish (C.) and the Flemish (Br.) versions also lend great support to my hypothesis.

20 All the older versions (except C.) have a negation, yet Pardessus and Twiss both omit it and translate, the former: "ceux qui sont en un havre où il y a peu d'eau, doivent mettre à leur ancre une bouée qui apparaisse extérieurement"; and the latter: "and if they are in a haven which dries, they are bound to put floats to their anchors, that they may appear above water." None of these interpretations are satisfactory, for the context clearly shows that at low tide the harbour runs dry, and that consequently the anchors are visible; at high tide, however, some are submerged and a source of danger to other vessels unless their position is indicated by a float. The words "au playn" appear to have been misunderstood by Pardessus and Twiss; generally, indeed, they mean "fully," "entirely," but in this particular case they seem to refer to the high tide or full flood. Such a meaning is apparently common in the dialect of Guernsey (cf. Godefroy, Art. plain) and, as a nautical term, has even survived in Mod. French (cf. Littré, Art. plain).

21 In the editions of D. Morice, Garcia, Cleirac, the order of this article and the next is inverted.

22 Pardessus sees in this article, referring as it does to a local custom, a convincing proof that the Rolls were originally drawn up in France.

F. 44a.

18. Vne Nieff arryue a sa charge¹ a Burdeux,² ou ayllours; le mestr^e est tenuz a dir^e a ses compaygnons, "Seign^{urs} vo^{us} fretterez a marreges, ou vo^{us} loweret a fret de la Nieff³?" Ils sont tenuz a respoundr^e leqil il ferrount. Et sils elysent⁴ al fret de la Nieff, tiele fret come il⁵ auera, ils auerount. Et sils voelent fretter^{er} p^{ar} eux, Ils deyuent fretter^{er} en⁶ tiele (en tele) maner^e q^e la Nieff ne soit pas demorraunt.⁷ Et sil auent⁸ qil [ne]⁹ trouuent fret, le mestr^e ad nulle blame.¹⁰ Et lour¹¹ doit le mestr^e monstrier l[our] ryne¹² et lour leyre,¹³ et y poet mettr^e en peysaunt de son mareage ches[cun].¹⁴ Et sils voelent mettr^e ton^{el} de eawe, Ils le pount¹⁵ bien mettr^e. Et si geteson se fait, et lour ton^{el} de eawge¹⁶ soit gette en meer, Il d[oit] estr^e counte p^{ur} vyn ou p^{ur} aultr^e darrez liur^e a liur^e, si les maryners [se] pussent¹⁷ resonableme^{nt} defendr^e en meer. Et si ensi est qi les

¹ All English MSS. (also MSS. 7) agree with our reading; but A.: a sa descarga; Br.: te zienre rechter ontlastinghe; G.: to siner rechten entlastinge; C.: a su derecha descarga.

² R.: en Angleterre (Cl.: Bourdeaux).

³ H.: frettere vous a marrees ou lleveres a fret de la nef; B.: fretterez vous vos marrees ou vous les lerres au fret de la nef; P.: frettez vous vos marres ou vous lerretz de la nef; N.: frettez vous vos mareez ou vous les lerrez au fret de la nef; V.: frettez vous vos mariez ou vous les lerrez au fret de la nef; A.: freteretz vous nos marliers, o nous leres au fret de la nef; L.: frete: vous vous marres ou vous larres au fret de la nau; Br.: bevrecht uwe mareen, of ghi zulse laten ten vrechte vanden scepe = do you freight your stowages or will you let them for the freight of the ship?; R.: frettes o voz amarrages (E.: o nous amareges) ou bien vous louerays ou fret de la nef; Q.: frettes o nous a mareages ou vous leueres au fret de la nef; C.: si quieren afreytar sus quintaladas ó las quieren dexar al fretto que la nao es afreytada.

⁴ K., E.: sils les laissent; Q., R.: silz prennent.

⁵ H.: come la nef; Ra., B., V., S.: come la nef; N.: que la nef; P., A.: cum la nef; R.: comme la nef; Br.: als scip = as the ship.

⁶ B.: par.

⁷ V.: adds "pur lour defeute"; N., S.: pour leur def(f)aulte.

⁸ H.: aviegne; B., N., A.: avient; R.: advient (K., Q., E.: add "chose"); P.: si la dient.

⁹ H.: qil ne troevent; B.: qils (P.: qe ils) ne trovent; N.: quilz ne trouvent; A.: que la nef ne trouva; R.: quilz ne trouvent.

¹⁰ H.: omits "blame."

¹¹ H.: il doit.

¹² "Rives" = "rines" (?) (A.: rivas) is the reading of all the English MSS. (except P.: vines); R.: rymage; Q.: remage; E.: remmaige; K.: rans; L.: renas; Br.: rive; G., F.: rum; C.: reyno o logar do las puecan rumar.

¹³ H.: lour leire; M., Ra.: lour leyre; B.: leur leires; P.: lour beyre; N.: leur leir; V.: lour leir; A.: lor loires; L.: lor lere; Br.: haerliden leyre (heyre?); F.: haer lech; G.: ere let; K.: luier; Cl.: piasage; R., Q., E.: omit these words; C.: logar.

¹⁴ End of the word very faint; H.: et il doit le mettre penser de lur mariage chescun; B.: et chescun mariner y poet mettre le poysant de son marriage; P.: et checun mariner put auoir la pesante de soun marriage; N.: et chascun mariner y puet mettre le polissant de son mareage; V.: et chascun mariner y poet mettre le polsant de sounne marriage; S.: et chascun mariner y puet mettre le pesant de son marinage; A.: et chascun marinier y pot metre le pesant de son mareatge; Br.: ende elc scipman mach lechgen tghewichte van ziere marage; Q., K., E.: et peult metre le pesant de leur mareage chascun; R.: omits all but the last word; C.: las puecan rumar ó el peso dellas.

18. A ship arrives at her [place of] loading, at Bordeaux or elsewhere. The master is bound to say to his companions: "Sirs, will you freight your fares,¹⁸ or will you hire yourselves according to the freight of the ship?" They are bound to reply which they will do. And if they choose to hire themselves according to the freight of the ship, such freight as he [the master] shall have, they shall have. And if they wish to freight [their fares] for themselves, they ought to freight them in such manner that the ship shall not be delayed. And if it should happen that they find no freight, the master is not to blame. And the master ought to show them their fares¹⁹ and their hire²⁰, and each may place there the weight of his venture. And if they wish to place [there] a tun of water, they may well place it, and if jettison take place, and their tun of water be cast over into the sea, it is to be reckoned for wine or other goods, pound

¹⁸ H., M., Ra.: omit "ils le pount . . . leur tonel de eawge." This is obviously an omission of the scribe.

¹⁶ Same variants as above (p. 84, n. 12). The form "ewage" or "eawge" occurs only in our MSS.

¹⁷ All English MSS. have "se puissent" instead of "pussent" (P.: se pussount), and invert the order of "resonablement" and "defendre." Br.: bi also dat zilt niet besucdden moghen vander zee = provided that it cannot be rescued from the sea; G.: vnde mochten eme redeliken bedragen in see = and should they conduct themselves reasonably at sea; F.: ende mochten hem die coopluden redelike bedragen in die zee = and should the merchants (!) conduct themselves reasonably at sea; R.: pourquoi les mariniers se puissent defendre (Q.: defendre et ayder a) en la mer; C.: porque los marineros non se podian defender de la mar sin facer echazon.

¹⁸ The modes of hiring mariners alluded to here, and which consisted either in allowing them to embark a certain quantity of goods or in assigning to them a proportionate share in the freight of the ship, in return for their services, were unknown in antiquity, says Pardessus (Vol. I, p. 336, n. 3). However, traces of the second mode are found in the Rhodian Laws, but the first was not introduced until the Middle Ages, and was especially used in the ocean trade. The right of mariners to stow goods on board by way of wages, here called "mareage," came to be denoted by the term "portes" or "portage." Special privileges—such as freedom of tolls and customs, complete or partial exemption from contribution in case of jettison (see Article 8)—were often attached to such goods (Pardessus, *loc. cit.*).

¹⁹ Twiss thinks that the correct reading may have been "rimes," being the root of the verb "arrimer," to stow (cf. Twiss, Vol. III, p. 25, n. 1). Against this may be urged that the best MSS. all have "rines," "renas," or some form with "n," although that letter has frequently been misread "u" or "v." "Rine" is undoubtedly connected with "ariner" = to arrange, to stow, and the latter appears to have been in general use in Old French (an example of it occurs above, Art. 11), whilst "arrimer" is a comparatively modern form (cf. Hatzf-Darmst., Art. arrimer; Godef., Art. ariner).

In the early translation of the *Black Book of the Admiralty* "rine" is rendered by "fare," and denotes the "space allotted to each mariner, where he might stow his venture," *i.e.*, his mareage or portage (cf. Twiss, Vol. I, p. 113, n. 3).

²⁰ The meaning of "leyre" is rather obscure, and the French MSS. (except K.) have omitted it. Twiss, connecting the word with English "lair," translated it "berth," and pointed out that Flemish "leger" still meant a bed (cf. Twiss, Vol. III, p. 25, n. 1). It is, however, extremely doubtful whether such a word was ever used in French. It is more likely that the original had "loler" or a Provenc. form, "logier" ("locarium"), which in the hands of an Anglo-Norman scribe might easily become "leier," "leire," "leyre," whilst the original "loler" or "logier" would naturally suggest to a Spanish translator the modern "logar" or "lugar," and would in continental French readily give "luler," the reading of K. The Bruges MS. is not clear, but if Warnkönig was correct in reading "heyre" (= hire) instead of "leyre" (accepted by Twiss), its author interpreted the passage correctly. Literally, O.F. "loler" meant "hire," but in this particular case the hire was not paid in cash, but took the form of a definite space of stowage room on board ship, placed at the disposal of the mariner.

[maryners]¹ se fret gettent [= fretgent?] as m^{ar}chau^{nt}[z], [tiele franchise come les mariners au^{er}ront, doit estre as marchantz.]² Et cest le jugem^{ent} en cest cas.

19. Vne Nieff vient³ a descharge. Les maryners voelent auer lour low[er].⁴ Et y en y a ascun q^e ne ad Lyt ne arche en la Nieff,⁵ le mestr^e poet retener bien⁶ de son lower p^{ur} rendr^e la Nieff la ou il la p^{ri}st, sil ne d[one]⁷ bon causion de fourner⁸ la veyage. Et cest le jugem^{ent} en cest cas.

20. Le mestr^e de vne Nieff lowe ses maryners en vyle⁹ dount la Nieff est, Et les lowe¹⁰ les vns a mareage, les aultr^es a denyrs; p^{ur}s [voent?]¹¹ q^e la Nieff ne put t^ouer fret auer

¹ Very faint.

² Of all the English MSS., B. and P. alone (and A.) give a complete reading of this article. H., M., Ra.: et si e(l)nsi est q(u)e eux se fregettent as marcha(u)nz; B.: et si ensi soit que les mariners se frett gettent as marchantz tiel franchise come les mariners auront doit estre as marchantz; P.: et si ensi soit quilz se frettissent as marchauns tiel franchise cum les mariners auront doyt estre as marchauns; N.: et se ainsi soit quilz le frettent aux marchantz; V.: et si ensi soit quilz le frettent as marchaunts; A.: et si ainsi soit que ilz fors gisent e aus marchans cela franchise cum les mariners auront doit estre aus marchans; L.: et si causa es qe se affrete aus marchans tau franquesa cum los marineros auran, deu estre aus marchans; R.: et si ainsi est quilz fretegent es marchans, telle franchise comme le marinier aura, doit avoir le marchand; Br.: ende waerd also dat zil der cooplieden goed overwierpen, also dane vryhede, als de sciplieden hebben, zullen de cooplieden hebben; G.: vnde kost to doen cnigem copman, alsulken vrede, also de schipmanne hebben, also schal ok hebben de copman = and should they sell it to a merchant, such franchise as the mariners have, the merchant shall likewise have; C.: è si ellos afreytarent las dichas quintaladas á los mercaderos, tal franquiza deven haver en ellas como han los marineros.

³ B.: vient en sauverte; P.: a saluete (omitting "vient"); A.: vient a sauverte; other English MSS. (also R., K., E.) omit the last two words; Br.: comd behouden tsiere ontlastinghe; G.: komet geladen unde behouden to syner rechten vntladinge; C.: viene á su derecha descarga.

⁴ MS. faded; H., Ra., B., V.: lowers; P.: loueris; N.: loyers; A., K., R., E.: fret; Br.: huere; C.: soldadas.

⁵ H.: il y a aucuns qe ne ount lich ne arche leins; P.: il y ount ascunz qui ne ount lyt ne ache en la nef; B.: il y a ascun qui nad lit narche en la nef; N.: il y a de eulx qui na lit ne arche en la nef; V.: y ad ascun de eux qui nad lit ne arche; A.: il y a aucun deus qui non an nulha archa en la nef; R.: aucuns ya, qui nont mye lict ne arche en la nef; Br.: ende daer ziln enighe vanden voorseiden sciplieden de welke ne hebben noch bedde noch scrine jnt scip; G.: vnde dar sin jilke de noch vedder bedde edder kisten hebben intschip = and there are some who have neither bed nor chest on board ship; C.: è hay algunos que non tienen lecho nin casa.

⁶ H., B., A., Br., R., K., C.: omit "blen"; the other English MSS. (N., V., P.) insert "blen" before "retenir."

⁷ Almost illegible.

⁸ H.: pur furnir; Ra.: pour fornir; B.: a parfournir; P.: de parforner; N.: a fournir; A.: a fornir; R.: de fournir; Br.: omme te vuldooene (de reise) = to complete the voyage; C.: de seguir su viage.

⁹ H.: de la vile; B., P., N., R.: en la ville; A.: en la villa.

¹⁰ H., R., G., C.: omit "et les lowe"; P.: et lowe.

¹¹ MS. faded; H.: il avient; B.: ils volent; P.: yl veit; N.: ilz voelent; V., S.: veient; A.: ilz voyent; Br.: zil zien = they see; K., R., Q., E.: il advient; C.: è viene; Pardessus reads "il veit."

by pound, so that the mariners may exert themselves reasonably on the sea [?]¹² And if they freight¹³ their fares to merchants, [the same franchise as the mariners have, ought the merchants to have].¹⁴ And this is the judgment in this case.

19. A ship arrives at [the place of] unloading. The mariners wish to have their wages. And there is someone who has neither cot nor chest¹⁵ in the ship, the master may well retain of his wages to take back the ship thither whence he brought it, if he [the mariner] do not give good security to perform¹⁶ the voyage.¹⁷ And this is the judgment in this case.

20. The master hires his mariners in the town whereof the ship is, and hires some of them for the venture, the others for money.¹⁸ Then they see¹⁹ that the ship cannot find any freight

¹² Twiss translates: "if the mariners exert themselves reasonably on the sea," overlooking the presence of the verb "puissent." Pardessus renders: "ce qui a lieu afin qu'ils [les matelots] soient plus intéressés au salut du navire pendant le voyage," which is perhaps not quite logical, or at least a very free translation.

It is possible that the original reading has not been preserved by any of the extant MSS., and judging from the divergences found in the Spanish version and in the Bruges MS., it would seem that the text for this passage became uncertain at a very early date. These versions introduce a negative and render the former: "because the mariners cannot defend themselves against the sea, without jettison taking place"; and the latter: "provided that it cannot be rescued from the sea" (cf. n. 17, p. 87).

The Spanish text and the French MSS. read "porque" or "pourquoi" instead of "si," which makes it probable that the meaning of the original was "si que," even if "que" was not actually written. It is on this assumption that I have based my translation.

The object of this law was of course to induce mariners to part willingly with their own freight for the safety of the vessel, and also to encourage them in case of shipwreck to exert themselves in saving the cargo, as the compensation to which they were entitled would be proportionate to the salvage.

¹³ The original appears to have had "fretgent," a form which has been preserved in some of the continental MSS. (see n. 2, on opposite page), but was misunderstood by the Anglo-Norman scribes, and altered into "fret gettent" (Br. translates this literally, *i.e.*, "if they throw the freight overboard").

¹⁴ "This liberty of the mariner to let his fare for freight to a merchant was interdicted by the Consulate of the Sea, ch. LXXXIX., but was sanctioned by the statute of Ancona, Rubr., LII (A.D. 1397)" (cf. Twiss, Vol. III, p. 25, n. 2).

¹⁵ "From this article it would appear that the mariner brought his bed or cot on board with him" (cf. Twiss, Vol. II, p. 235, n. 1).

¹⁶ The correct reading would be "de parfournir." This became "de fournir" (fournir) in O. and in the French MSS., "pur fournir" in the other MSS. of α . In MSS. β (except in P.), on the other hand, "a parfournir" was substituted for "de parfournir," whence "a fournir," the reading of N. and A. (see n. 8, on opposite page).

¹⁷ We have here the complement of Art. 5, above. Such regulations, not found in the maritime legislation of antiquity, were probably an attempt to reduce insubordination amongst sailors (cf. Pardessus, Vol. I, p. 337, n. 3).

¹⁸ If this article be compared with Art. 18, above, it will appear that there were, at the time, three modes of hiring seamen: (1) by allotting to them a share of the freight; (2) by allowing them to freight their venture (or *mareage*), that is, to embark on their own account a certain quantity of goods, or to sell this privilege to a merchant; (3) by paying them a fixed amount for the complete voyage. This last mode is alone found in the Roman Law. It should be noticed that no mention is made in these Rolls of hiring seamen for the month or a definite period of time. That such a method was not unknown in the Middle Ages, Pardessus infers from the Rhodian legislation, Ch. XLVI, Part III (cf. Pardessus, Vol. I, p. 337, n. 5).

¹⁹ It is very likely that the original reading was "il vient," = "it happens" (cf. C.), surviving in "il avient" (H.), "il advient" (R.), but misread "velent, volent," in the remaining MSS. We ought, therefore, to render "It happens that the ship cannot find," etc.

[= a venir]¹ a ces p^{ar}tyes, et lour couyen[t aler plus]² loynz.³ Ceux q^e vount⁴ a marreage la deyuent sywre,⁵ mes ceux q^e sount⁶ a dyners le mestr^e est tenuz a [lour crestre]⁷ lour lowers, [vewe et corps p^{ar}?]⁸ corps, p^{ar} la resone qil les auoit lowe a t^{er}mine lieu.⁹ Et sils [vou^{nt}?]¹⁰ plus p^{re}s q^e lour couuenau^{nt} fust p^{ri}s de bone volounte,¹¹ Il [doit auer?]¹² tout son lower, mes il doit aider de¹³ rendr^e (de rendr^e) la [Nieff]¹⁴ ou il la p^{ri}st,¹⁵ si le mestr^e veut, al auent^{ur}e de Dieu.¹⁶ Et cest [le] jugem^{ent} [en cest cas].

F. 44b. 21. Il aueynt q^e vne Nieff est¹⁷ a Bordeaux¹⁸ ou ayllours; de tiele quysyne come il y auera¹⁹ en la Nieff, le ij. [mariners en]²⁰

¹ All English MSS. (also MSS. η) have "a venir"; Br.: te commene; G., F.: to keren = return; C.: que la nao non puede fallar freyte allí donde está.

² MS. worn.

³ H.: loinz; B.: loins; P.: loyns; N.: loing nez; V.: loigné; S., R.: loing; A.: loings.

⁴ H.: sount; other English MSS. (including A.): vo(u)nt; Br.: varen; G.: gehuret sint; R.: sont; C.: son.

⁵ H.: sulre; B.: sulr; P.: sure; N., A.: servir; V.: servir; Br.: mede volghen; R.: suyvre; K.: sleuldre; C.: seguir.

⁶ All other MSS. use the same verb, "so(u)nt" or "vo(u)nt" before "marreage" and "deniers" (cf. n. 4, above).

⁷ All English MSS. have "lour (leur) crestre (N., A., R.: crolstre)" except P., which has "lour mendre"; C.: recrescentaries.

⁸ The MS. is much worn; H., B.: vewe par vewe et corps par corps; P.: un par un, corps par corps; N.: veue par veue et corps par corps; A.: veua per veua et cors per cors; L.: per legua corps per corps; R.: veue par veue et cours par cours; Br.: wille he of ne wille, lechame over lechame = whether he will or not, body over body (the translator was doubtless misled by the spelling "corps," found in all the earlier MSS.); G.: isilkem na sinem ge like dar na dat se ge huret sin by terminen = each in an equal degree in proportion to the rate at which he has been hired for a term; C.: omits these words.

⁹ P.: alows a ascune leue; N.: lovez et atermine lieu; V.: lowez et atermine lieu; A.: loues atermine loer; R., K., E.: lones pour aller en certain lieu; Br.: dat hi se ghehuert heift bi termine bes prochen = by reason that he has engaged them for a fixed term; C.: alogados por logar cierto.

¹⁰ MS. worn; H.: si ele venoit; B.: sils chargent; P.: sil viengent et chargent; N.: silz viennent; V.: sils veignent; A.: silz chargent; R., Q.: sil(z) vont; K., E.: sils viennent; Br.: dat zil narer laden; C.: si ellos vienen mas acerca.

¹¹ Other MSS. omit "de bone volounte."

¹² MS. worn; H.: il deyvent aver tut lur lower; M., Ra.: il delvent avoir tout lo(u)r lower; B.: ils deyvent lour lowers tout a long; P.: il doit auoir sonn lower toutz a long; N.: il doit avoir son loyer tout au long; V.: il doit avoir sonne lowere tout a longe; A.: ilz doivent aver lors loers prest enteyre (L.: tot son loguer a lonh); R.: ilz doibvent avoir tous leurs loyers; Br.: zy zlin sculdich hare heure al ute te hebbene; G.: se sin schuldich to hebbende alle ere hure = they are entitled to have all their wages; C.: doven haver toda su soldada.

to come in those parts,²¹ and that it is necessary for them to go to a further distance. Those who go for a venture ought to follow the ship, but to those who are engaged for money the master is bound to increase their wages, view by view, and course by course,²² by reason that he had hired them [to go] to a certain place. And if they go a shorter distance than that for which the engagement was willingly²³ made, he [the mariner] ought to have all his wages, but he ought to assist to bring the ship back to the place whence they brought it, if the master wish it, at the adventure of God.²⁴ And this is the judgment [in this case].

21. It happens that a ship is at Bordeaux or elsewhere, of such kitchen as there shall be in the ship, two mariners may

¹³ H.: il deyvent alder a; B.: ils delvont alder a; N., V.: il doit alder (P.: aydier) a; A.: doivent alder a; Br.: zli zlin sculdich te helpene . . . te; C.: ellos deven ayudar á; K., Q., R., E.: omit "alder."

¹⁴ MS. faded.

¹⁵ H.: la ou eux la pristrent; B.: la ou ils la pristrent; N., V.: la ou il la (P.: ila) prist; A.: la out ilz la prindrent; R.: la ou il la prindrent; Br.: daer hilt nam (notice that with this single exception the Flemish MS. has used the plural throughout this article); G.: dar se [= they] id nemen; C.: allí donde entraron en.

¹⁶ H.: veut al aventure de deinz; M., Ra.: vient al aventure de daunz; B.: voet a laventure de Dieux; N.: veult a laventure de Dieu; V.: voet a laventure de Dieu; A.: vout a lavantura de Diu; R.: et la mettre a laventure de Dieu; Br.: wille bider aventure van Gode; C.: quisiere á la ventura de Dios.

¹⁷ B., N., Q., R.: vient; other MSS.: est (Br.: es = is).

¹⁸ R.: a la noble cite de Rouen.

¹⁹ H.: qil avera; M., Ra., Q.: qil aura; B.: come len use; N.: comme len use; A.: cum home usa; K., R., E.: comme il y aura; Br.: als men useert; G.: also men dar et; C.: que haya.

²⁰ H.: les deux mariners poent; B., N.: les deux mariners en pou(r)ront; A.: les deux mariners en porront; R.: deux des mariners en peuvent (K.: debvent); Br.: twee scplieden muenen; C.: dos marineros pueden.

²¹ *i.e.*, "they cannot find any freight for the original destination of the ship." The sense becomes obvious if one remembers that the mariners were generally hired at Oleron, but the cargo was taken on board at La Rochelle or Bordeaux. Pardessus overlooked that fact and thought it affected only the return journey, "S'il arrive que ne pouvant trouver à charger pour le retour, on juge à propos d'aller plus loin," etc. Twiss also hesitated in rendering this passage, and in Vol. III, p. 27, he translated it, "It happens that the ship cannot find freight in those parts to come in, and it is expedient," etc.

²² "Kennynge by kennynge and course by course" is the language of the Rutter of the Sea, where the term "kennynge" is applied to the distance between well-known headlands or islands in sight of each other. Thus "from Sylley to Long shyppes is a kennynge; from Legarde to Dodman a kennynge; from Dodman to Rams there is a kennynge." A "course" would appear to have been in general a greater distance than a kenning, *e.g.*, the distance between two headlands out of sight of each other, but between which a vessel might keep one and the same course. Thus from the Start to Portland was a course, from the Isle of Wight to Havre was a course (cf. Twiss, Vol. I, p. 115, n. 5; also Vol. III, p. 27, n. 2).

The German translators seem to have been puzzled by this phrase; see n. 8, on the opposite page.

²³ This word is only found in the Southampton text (see n. 11, on opposite page, and also n. 19, p. 95, below).

²⁴ "Under God's providence" would seem to be here meant (Twiss, Vol. III, p. 27, n. 3); Pardessus translates "À la grâce de Dieu."

pount port^{er} vn mes, dementers qils s^{er}rout trencheez¹ en la Nieff. Et de tele payn come yl y auera en la Nieff,² Ils en deyuent auer solom coe qils pussent mang^{er} a j mang^{er}.³ Et de Beuerage, rienz ne deyuent a ceux liurer hors de la Nieff.⁴ Et deyuent reuenyr p^{re}stement a la Nieff, Issint q^e le mestr^e ne p^{er}de les hures [?] de la Nieff, Car si la mestr^e les y p^{er}doit, et il eust damage,⁵ Ils s^{er}rout⁶ tenuz al amender; ou si vn des compaynouns se blesse p^{ar} bosoygn⁷ dayde, Ils sount tenuz al affair^e garrer et amend^{er}⁸ a compaygnouⁿ et au mestr^e⁹ et a(u) ceux de la table. Et cest le jugem^{ent} en cest cas.

22.¹⁰ Vn marchauntz frette vne Nieff, et la charge, et la mette en chemyn, et entr^e cele Nieff est [= en] vne portz, et demoert tauntz [que] denyrs lui failient; le mestr^e

¹ H., M., Ra.: mais ta(unt) com(e) il serrount trenchez; B., N.: dementers quils seront trenchez; V.: dementers qils sont tranchez; A.: le dementers que ilz seront treuthes; R.: a la mer de telz mestz (K.: l'autre demi tieus; Q., E.: demy metz telz) comme ilz sont tranchez; Br.: also ghedaen als zil jnt scelp hebben zouden; G.: omits these words; C.: tal qual y como pueden haver les otros marinos que ha la nao.

² All other MSS. omit "en la nieff," except C., which has "è del pan que oviere la nao."

³ H.: il endeivent aver solom ceo qil porrunt manger; B.: il en delvent avoir selonc ce qils pourront manger a un manger; N., V.: omit all this; A.: ilz en doivent avoir segont que ilz pourront manger a ung manger; K., R., Q., E.: selon de (ce) quillz pourront menger a vne fois (omitting "ils en deyuent aver"); Br.: ende dat zilin zil sculdich te hebbene, naer dat zil eten moghen teere [= te cenre] waerf = that they are entitled to have as much as they can eat at one time; C.: ellos deven haver todo como debian comer en ella.

⁴ H.: et de beverage endeyvent eux ren aver; B.: mes de beverage riens ne delvent avoir hors de la nef; N.: ilz ne doivent buuralge avoir hors de la nef; A.: mas den bevratge reus ne doivent avoir fors dedens la nef; K., Q., R., E.: et du brevage riens; Br.: maer zil en zilin niet sculdigh enighen dranc te draghene uten schepe; G.: mer se en mogen dar nenen dranck vt dregen = but they may not carry out any drink; C.: è fuera de la nao non deven haver puerto de brevage.

⁵ H.: tut aprestement, si qe le mestre ne perde ses heures de la nef, qe si le mestre les y perdoit et il y eut damage; Ra.: tut aprestement si qe le mestre ses heures de la nef qe si le mestre les y perdoit et il y elent damage; B.: et en delvent revenir prestement a la nef issint qe le mestre ne perde ses oevres de la, car si lo mestre les y perdoit et il eust damage; N.: et doivent revenlr prestement ainsi que le maistre ne perde les overes de la nef, car le maistre les y perdoit et il y eust damage; V.: et devem revenir prestement issint que le maistre ne perde ses overes de la nef, car si le maistre les y perdoit et il y eust damage; A.: et en doivent revenir prestement ainsi que le mestre ne perde les obras (L.: las obras) de la nef, car si lo mestre les y perdoit et il en eust damage; R.: et en doivent bien tost et appertement retourner pour quoy (K.: si que) le maistre ne perde terre (Q.: lerre; K.: l'oeuvre) de la nef, car si le maistre se perdoit et ilz eussent damage; Br.: ende zilin sculdich varinc weder te kerne dat daer bi de meester niet en verliese tweerc vanden scepe, want waerd dat de meester scade name bi ghebreke van den werke = and they are bound to come back promptly that thereby the master may not lose the work of the ship, for should it be that the master suffers loss from the break of work; C.: è deven tornar luego á la nao á facer su oficio así que el maestre non pierda la nao nin los haveres, nin haya ningunt danno por mengua de marinos, car si danno oviesse.

⁶ B.: sont; C.: son.

⁷ H.: se blessas per besoygne; Ra.: blessad par bosoigne; B.: se blesse par besoygne; N.: se lesse par besoyng; V.: se blesse par bousigne; A.: se blessa per besoyng; R.: se blesse par besoin; C.: se fuere por falta (de ayuda de los que son fuera della).

⁸ H.: il sount tenuz a fere garlr et amender; B.: ils seront tenuz a faire garrir et amendre; N.: ilz seront tenuz alamender; A.: ilz seront tenuz alesmender; R., Q., E.: ilz sont tenuz a le faire guerir et a lamender (K.: omits "a lamender"); Br.: zil zullen ghehouden zilin omme hem te

carry with them [ashore] one mess, at the time¹¹ when they [the rations] are cut on board ship. And of such bread as there shall be in the ship, they ought to have according to what they can eat at one meal, and of drink, none ought to be given to those out of the ship.¹² And they ought to return quickly to the ship, in order that the master lose not the service¹³ of the ship, for if the master lose it, and incurs damage, they shall be bound to make it good; or if one of the crew hurt himself from want of help,¹⁴ they are bound to contribute to his cure, and to make compensation to their companion, and to the master, and to their mess-men.¹⁵ And this is the judgment in this case.

22. A merchant freights a ship, and loads her, and sets her on her way, and the ship enters a port, and remains there so long that money fails him; the master holds property,¹⁶ he may

ghenesene ende te beterne = they shall be bound to heal him and to compensate; C.: ellos son tenudos a curiar è emendar; Pardessus reads: ils sont tenuz a l'amender.

⁹ N., V., S., A.: Invert the order of "compaignon" and "mestre"; R.: au dire dun des compaignons ou de son matelot, et au diet de son maistre et de ceulx de la table; K., Q.: audiet dun des compaignons et audiet de son maistre et de ceulx de la table; C.: a dicho del maestre è de los otros compañeros de la nao.

¹⁰ Our MS. alone has inverted the order of Arts. 22 and 23.

¹¹ The Southampton MS., agreeing with all other English MSS., except H. (M. Ra.), undoubtedly has the correct reading, and "dementiers (dementers, dementres) que" does not mean "such as" or "of the size that," as Twiss translates (Vol. II, p. 237), but "whilst," "as long as," a meaning which is also quite common to "tant come" (the reading of H., M., Ra.), e.g., "Tant cum ele se dementa Li chamberlens mult se hasta"—*Marie de France*, Lays, El. 401; "Tant comme illec sera presente, Met a son gre toute l'entente"—*Clef d'amors*, v. 811, etc.

The rest of the passage is more obscure; Pardessus interprets it to mean that two mariners only may leave the boat at one time, and take with them food for one meal; Twiss adds in a note (Vol. II, p. 237) "that is, two mariners going ashore were entitled to take with them as much meat as would be served as a mess for them both, if they took their meal on board."

But that the number of seamen going ashore should be limited to two, whatever might be the size of the ship and crew, seems, to say the least, very unlikely, and in contradiction to Art. 5.

Apart from any other consideration, the text, as it stands, appears to mean that mariners on leave were entitled to half ration, but a full bread allowance, provided they were present when the meat was served out.

¹² In this instance the reading of our MS. is unique, except that it agrees fairly well with the version of the Bruges MS. (Br.) The usual reading would be rendered "and of drink they shall have none out of the ship."

¹³ The writing is too much faded to establish with certainty what the initial letter of the word was, but it looks very much like "h." There can be little doubt, as Twiss surmises (Vol. III, p. 28, n. 1), that "les hures de la Nieff" ultimately came from the Gascon "las obras de la nau" = the workings or earnings of a ship.

¹⁴ "That is, from the vessel being short of hands in consequence of the absence of mariners ashore" (cf. Twiss, Vol. II, p. 237, n. 3), or, as the Spanish version clearly states, "through the lack of help from those who are ashore."

¹⁵ "A similar case is dealt with in ch. XXIV of Part III of the Rhodian Laws" (cf. Pardessus, Vol. I, p. 338, n. 2).

¹⁶ The words "tient bien," though they occur only in a few MSS., probably represent the correct reading, especially as they have found their way, in a slightly modified construction, into the Spanish version. At all events they are perfectly intelligible, if my translation is followed. Twiss, however, rendered this passage "the master keeps well," overlooking the fact that such a rendering hardly suited the context, and could only be justified if "tenir" was reflexive.

tient bien,¹ et put enuoyer a son pays p^{ur} quer^{er} del argent; mees il ne doyt mie p^{er}dr^e temps,² Cas sil fesoit, il est tenuz al amender³ a m^{ar}chauntz touz ces damagez qil auera.⁴ Mes le mestr^e pout⁵ p^{re}ndre de vynes as m^{ar}chaunz, et les vendr^e p^{ur} auer son estorementz.⁶ Et q^{ua}untz la Nieff s^{er}ra arryue a droyt descharge, les vynes q^e le mestr^e auera prys, deyuent estre al foer⁷ mys q^e le aultres s^{er}rount venduz, ne a greyndre foer ne a meyndr^e.⁸ Et doit le mestr^e auer⁹ son fret de ceux vynes, come il p^{re}ndra des aultres. Et cest le jugem^{ent} en cest cas.

F. 45a.

23.¹⁰ Vn mestr^e frette sa Nieff a vn m^{ar}chaunz, et est dyuyse entr^e eux et [mis]¹¹ vne t^{er}me a charger, a bone volunte deux¹²; q^{ua}unt le m^{ar}chaunt nel teynt pas, ayns tyntz la Nieff et les maryn^{er}s p^{ur} l'espace de xv iours ou de plus,¹³ [le]¹¹ mestr^e¹⁴

¹ H.: tient bien et post envoyer; N.: puet bien envoyer; A.: pot bien-envoyer; R.: doit envoyer bien tost; Br.: mach wel zenden = may well send; C.: è non los tiene, el maestre puede enviar.

² K.: tems de mueson; Q., R., E.: son armogan; Cl.: adds "c'est a dire son temps opportun."

³ N., V., A., R.: (a) rendre; G.: to beterende = to make good; C.: de emendar.

⁴ H.: tut lur damage qil averount; N.: tout leurs dommages quilz auront; A.: totz les damages quilz eurent; R.: tout le damage quill en court; G.: deme copmanne (Br. and F. have the plural); C.: el danno que oviere el mercader.

⁵ All MSS. have "bien" (Br.: wel) between "pout" and "prendre."

⁶ R.: retournement; Q.: estorement; Cl.: restorment; Br.: secours . . . te ziere berderve = succour for his necessities; C.: para fornescimiento.

⁷ H.: a foer; N.: au feur; V.: au foer; A.: afor; R.: au seur; Q.: au keur; Cl.: au fur; Br.: up een fuer; C.: al fuero.

⁸ H.: ne a greindre foer ne a menor; Ra.: ne a greindre feor ne a meindre; N.: ne a greigneur feur ne a moindre; V.: ny a greignoor foer ny a meynoor; A.: ny a grenor for ny a menor; R.: ne a plus ne moins; C.: è non como las que mas, nin como las que menos; Br., G.: omit these words.

⁹ S., A.: et aura le mestre; N.: et aura le maistre; H., M., Ra., R., C.: agree with our MS.

¹⁰ Cf. n. 10, p. 93.

¹¹ MS. faded.

¹² H., M., Ra.: un terme bonement deux et le marcha(u)nt nel tint pas, einz tint la n(ie)f et les mariners; B.: un terme pur charger et le marchant ne li tient pas, einz tient la nief et les mariners; N.: ung terme pour chargier la nef et les mariners; V.: un terme pur charger la nief et le marchant ne li tient pas, al nief et les mariners; A.: ung terme pour charger et le marchant ne li tient pas, atent la nef et les mariners; R., Q.: un certain terme loyaulment (K.: abonnement et; E.: un certain temps louement), dedans quant le marchant doit charger la nef a estre preste a sen aller, le marchant ne le faict, ains tient le maistre et ses mariners; Br.: zeker tilt te ladene, de coopman ne houde niet, maer houdet scip ende de scipliden; C.: è a un plazo cierto a que deve ser cargado è puesto para facer su viage.

¹³ B.: omits "ou de plus"; R., Q.: de huit jours ou de quinze ou de plus; E.: de dix jours; C.: 10 ó 15 dias è mas; Br.: van xv, daghen of meer; G., F.: agree with Br.

send to his own country to seek for money; but he ought not to lose time,¹⁵ for if he do so, he is bound to make compensation to the merchant for all the damage which he [the merchant] shall incur. But the master may take of the wines of the merchants and sell them to obtain provisions.¹⁶ And when the ship shall have arrived at her right discharge, the wines which the master shall have taken ought to be valued at the price¹⁷ at which the others shall be sold, neither at a higher nor at a lower price. And the master ought to have his freight of those wines, as he shall have of the others.¹⁸ And this is the judgment in this case.

23. A master freights his ship to a merchant, and willingly on either side¹⁹ it is devised²⁰ between them, and a term is fixed for loading; when the merchant does not observe it, but detains the ship and the mariners for the space of fifteen days²¹ or more,

14 All other MSS. have "mestre" after "emperd."

15 "This is the reading of all the ancient MSS., and it is followed by the Castilian MS. 'non deve perder tiempo.' The Bruges MS. has the old Flemish word 'tyt,' which signifies 'time.' Garcie has substituted here the words 'son armogan,' which Cleirac also adopts, and defines as 'son temps opportun.' The editor has been unable to discover any passage in any other work in which the word 'armogan' occurs" (cf. Twiss, Vol. III, p. 31, n. 1). It might be added that Pardessus followed the interpretation of Cleirac, and that F. has: "maer hi en moet gheen en goeden wint verlegghen" = but he must not lose a good wind.

16 "The option of selling the merchants' goods under such circumstances was not explicitly granted to the master of a ship by the Roman Code. The Rhodian Law only authorised the master, in case of distress, to compel those who had provisions to hand them over for the common use" (cf. Pardessus, Vol. I, p. 339, n. 4).

17 "That is, at the market price obtained at the port of arrival" (cf. Twiss, Vol. II, p. 239, n. 3).

18 "From this article can be deduced that in case of jettison, in accordance with Art. 8, the master was also entitled to the freight of goods cast over" (cf. Pardessus, Vol. I, p. 339, n. 5). In A.D. 1285, however, Edward I decided that the master should receive only the freight of such goods as were saved; see n. 23, p. 101, below.

19 The reading of our MS. is unique, but it seems to have preserved, if not the wording, at least the meaning of the original. Indeed, from a collation of the MSS. of groups α and η , it would seem that the original wording was "a louement deux," i.e., "with their consent," or perhaps "with mutual consent" (cf. Godefroy, Art. loement). Instead of "louement deux," the scribe of α read "bonement deux," a meaningless reading, which has been preserved in MSS. H., M., Ra., whilst in O. an attempt was made to restore the sense.

20 "That is, there is a contract between them, or a charter party" (cf. Twiss, Vol. II, p. 237, n. 4).

21 "It would seem that fifteen days was allowable to the freighter of a ship, after which demurrage would become payable, to be divided in fixed proportions between the master and the mariners" (cf. Twiss, Vol. II, p. 237, n. 5).

"The Bruges MS. has vijftien dagen, which is the reading of all the MSS. of the Judgments of Damme, and M. Pardessus, with justice, attributes great importance to this measure of time, as indicating the Southern origin of the Judgments of Damme, fourteen days (a fortnight) being the corresponding interval of time which was in use in Northern Europe. Thus the maritime customs of Amsterdam, Enchuyzen, and Stavren speak of fourteen days (veertien dagen) as the period of lay days allowed for loading a ship" (cf. Twiss, Vol. III, p. 29, n. 2).

ascun foitz emperd son temps et sa messyon,¹ p^{ar} defaute de [m^{ar}chaunt].² Le m^{ar}chauntz³ est tenuz al amender au mestr^e; et en ces amende q^e s^{er}a feait, les maryners deyuent p^{ar}tir le quartz,⁴ et le mestr^e le iij. part[z?],⁵ p^{ar} la reson qil troeve le coustez.⁶ Et cest le jugem^{ent} en cest cas.

24. Vne Bachelor⁷ est lodman de vne Nieff, et est allowe al amenyr jesques au porte⁸ ou lem la doit descharger. Il aueynt⁹ q^e en¹⁰ cest po[rt] ad fermes¹¹ ou lem mette les Niefs p^{ur} descharg^{er}, le mestr^e est tenuz poruoier¹² sa forme, lui et ses (et ses) compaygnouⁿs, et y mettr^e Bali[gnes?],¹³ qil [= qi?]

¹ H. : soun temps et sa messoun; B. : son frett; N., A. : son fret et sa messon; R., Q. : sa maison (Cl. : sa saison; K. : sa mueson) et son temps; Br. : zine vrehit ende zilin huus = his freight and his house; G. : sine vracht; C. : è la nao pierde su viage.

² Very faint; H. : de marchaunt; B., R. : du marchand; N. : dung marchand; A. : deu marchant.

³ S. : omits "le marchaunt."

⁴ H. : et en cel amender qui serra fet le marchaunt deyvent partir le quart; Ra. : et en cele manere qe sera fait le marchant y doivent partir le quart; B. : et en tiele amende qui sera fait les mariners auront le quart; N. : et en celle amende qui sera faitte les mariners auront le quart; A. : et en cella esmenda que sera feita, les mariniers auront leur quart; R. : et telle amende comme le maistre aura faict, les mariniers en doivent avoir le quart (K., Q. : agree with R.); Br. : met zulker beteringhe, als men zeghen ende oordeneeren zal, daer of zullen hebben de schipliden teen vierendeel; C. : è de la emienda que asi es fecha, las tres partes sean de la nao è la quarta parte de los marineros.

⁵ Very faint; H., M., Ra., N. : les trois parties; B. : les trois partz; A. : la tierce part.

⁶ B. : omits "par la reson . . . coustez"; N. : par la raison quil trouve les costes; A. : pour la raison que il les trouava tost (L. : troba les costages); R. : par raison qui leur treuve leurs despens; Br. : bider redene dat hi de costen doen moet = by reason that he must supply their costs.

⁷ Br. : contermeeester; G. : knape; A. : bateler; C. : todo ome; R., Q., Cl. : omit the whole of this article.

⁸ H. : est lowe del amener desques au port; N. : est love alamener jusques au port; V. : est lowez al amener jusques au port; A. : est loes ales mener jusques au port.

⁹ All MSS. (except C., G.) have "bien" (Br. : wel) after "ayvent."

¹⁰ H. : omits "en."

¹¹ H. : afermez ou lem met les nefz; N. : y ont fermez ou len mette les nefz; V. : y ount fermez ou len mett les nefz; A. : y ait fermes ou on met las nefz; Br. : zilin vorzekertheden daer men de scepen leicht = there are secure berths where the ships are placed; G. : sint keden eft slotte dar men bynnen de schepe (entladet) = there are chains and gates within which they must unload the ships; C. : hay fosa ó logar sabido dó home la meta (descargar).

¹² H. : por purveler; N. : a poursuyr; V. : a pursuer; A. : a pourveoir; C. : de pagar.

¹³ The end of the word is not legible; H. (Ra.) : sa fourme li et ses compaignouns, et y mettre ballignes qil prengent au pleyu ou qe la fourme soit bien balinguee; N. : sa forme soit bien balinguee; V., S. : forme luy et ses mariners et y metre ballinges qils ne peregent au plain ou que la forme soit bien balingue; A. : forme luy et ses mariniars et metre balinguas que ilz ne puscant au plain (L. : que ids perguen en plen); Br. : omme hem ende omme zine schipliden, ende te lecghene balenges, also dat

the master sometimes loses his time and his expenses¹⁴ from the default of the merchant. The merchant is bound to make compensation to the master; and of the compensation that is made the mariners ought to have one fourth, and the master three fourths, for the reason that he provides the expenses.¹⁵ And this is the judgment in this case.

24. A young man is pilot of a ship, and he is hired to conduct her as far as the port where she ought to discharge. It happens that in this port there are closed parts¹⁶ where they place the ships to discharge, the master is bound to provide her berth, himself and his mariners, and to put floats [to the anchors?]

de cooplleden gheene scade en hebben, ende dat zil daer omme niet en verliesen dat scip niet wel ghebalengiert es = by himself and his mariners, and to put out fenders so that the merchants shall have no damage, and that they shall lose nothing thereby from the ship not being well fended; G.: de meester is schuldich dem shipmanne de stede to vor seynde, dar men de schepe in leit, vnd sin ge truwe [= getrouwe?] vtsetten, so dat de coplude nenen schaden nemen by ge brek van den touwen = the master is bound to point out to the mariner the station where the ships are placed and to put out his hawvers, so that the merchants may not suffer any damage from default of the hawvers; C.: (el maestre es tenuto de pagar) la sea è èl è sus marineros a meter balisas en aquella canal porque sea bien ballsada, porque los mercaderos non hayan damage.

14 "The word 'messioun' has been a stumbling block to many copyists of the Rolls, but it is in frequent use in the Consolat del Mar to signify the expenses or outgoings of a ship. The equivalent word 'mission' is used in the same sense in the Coutumier de la Commune d'Oleron, ch. LXXXIII. In Garcia's enlarged version of the Rolls of Oleron, the word has been here converted into 'maison'; Cleirac has substituted for it 'saison'" (cf. Twiss, Vol. III, p. 28, n. 3). From the fact that the scribe of Br. translates "messioun" by "huus," "house," Twiss argues that this "renders it highly probable that the MS. itself was translated from a Breton version of the Judgment of the Sea" (see Twiss, Vol. IV, p. 97, n. 3), but the scribe could very well have fallen into the same error in following, as he most probably did, an A.F. (Anglo-Norman) MS. A Dutchman might easily mistake "meso(u)n," the usual A.F. form for "maison," "house" (see, for example, Guild Ordinances of Southampton, Ord. 71, etc.), and "messio(u)n," especially as the latter was rather a technical term, barely understood by the Northern French scribes themselves.

It should be noticed also that the English version of the Rutter of the Sea used the term "wetherynge," which at first led Twiss to think that "mission" meant fine weather (cf. Twiss, Vol. I, p. 117, n. 5), and that Pardessus rendered the whole clause "Le chargeur (*i.e.*, the merchant) qui retarde quinze jours ou plus, et quelquefois même qui fait perdre la saison favorable, est tenu d'indemniser le patron."

The real explanation for these discrepancies seems to be that "mission" (or "messioun" or "mueson") represents the Southern French (Gascon) "mesion," "mession," commonly used in the sense of expenses (cf. Levy, Art. mesion; Godef., Art. mission). At all events, I have not met with the word "messio(u)n" or "missio(u)n," meaning "expenses" in any A.F. texts, nor does the English word "mission" seem ever to have had such a signification (cf. *New Engl. Dict.*, mission).

15 Pardessus remarks that the Roman Law made no special provisions for such a case, and that the Rhodian Code (Chaps. XX and XXIV of Part III), though it enters into many details, makes no mention of any indemnity being paid to the crew (Pardessus, Vol. I, p. 339, n. 1).

16 Although the MSS. generally agree in using "fermes" here and "formes" below, I am inclined to think that the same word, viz., "formes," is intended in both cases. Twiss thinks: "the phrase 'sa forme' is probably a technical term . . . The reading of the Castilian MS. is suggestive of a kind of dry dock with a sandy bottom" (cf. Twiss, Vol. II, p. 239, n. 6). Such a suggestion is fully justified, as the word still appears to be in use; Littré defines it "forme flottante, construction disposée pour recevoir un navire dont on veut réparer la carène"; *Hatz.-Darm.*: "bassin où l'on fait entrer les navires qu'on veut réparer."

ne p^{er}gent au playn, ou q^e la forme soit bien balengee, q^e les m^{ar}chaunz ne ey(d)ent damage; Car sils auyent¹ damage, le mestr^e est tenuz al amender, sil ne dye reson p^{ur} qei, et qil ne soit aba[tu]² de sa reson. Et le lodman ad bien fait son deuer, q^uant il ad amen^e la Nieff iesques a la fourme,³ Car ieskes illeoques⁴ la deyeuent⁵ amen[er], Et enauauntz⁶ le feetz⁷ est sur le mestr^e et sus (le mestr^e et) ces compaygnouns.⁸ Et cest le jugem^{ent} en cest cas.

F. 45b. 25. Pour ceo q^e grant p^{er}te auient souent des lodmans, q^e il se entreme(u)t [?] de guier Nieff en hauenes, et lesconduit, p^{er}ount meint mestr^e et meint marchaunt sount enpoueres, nous en voloms, q^e si il enp^{re}igne de guier vne nieff a aceine [= ascune] hauene a sauuete, il enconduist, e la nieff se p^{er}i, p^{er} luy nouⁿ sachant lantr^e en les merches du port, le estatut veot q^e il p^{er}de la main destr^e et le oyl senestr^e, p^{ur} ceo q^e tresonablement les ad amenez. Et ceo est le jugement de ceo cas.



¹ H.: sil vient; N., V., A.: silz avoient; Br.: hadden = had; C.: si oviesen.

² MS. worn; H.: sil ne dient reson purquel le mestre soit abatu; N.: sil ne dy raison pour quoy quil ne soit abatue; A.: sil ne dit rason pour quoy il ne soit abbatu; L.: se no dits rason per que ed no sia abatut de sa rason; K.: si ils dient rason pourquoy le maistre soit, etc.; Br.: hi en zeghe redene waer omme dat of gheslegghen zli van ziere redene; G.: omits these words; C.: si el non muestra rason que fuese tenuto el; Pardessus reads: "s'il ne die reson pourquoy qu'il ne soit abattu, et la reson est le lodman, etc.

³ H.: a sauete desques a la fourme; N.: jusques au port a sauete ou elle sera deschargee; V.: jesques al port a sauete ou ele sera descharge; A.: a sauete jusques ala forme; Br.: in behoudenesse toter verzeckerthede; G.: to den keden; C.: a salvada fasta la entrada del puerto.

⁴ H.: jesques illeoques; M., Ra., V.: jesques illecques; S.: jusques illecques; N.: jusques illec; A.: jusques il negues (*sic*); L.: entro ad aquet loc.

⁵ All MSS.: devoit.

⁶ N.: dicelle heure enavant; V.: dicelle oeuvre enavant; A.: de celle hora en avant; L.: et d'aquera hora; K.: jusques illec en avant; Br.: ende daer na = and thereafter; C.: omits these words.

⁷ H., M., Ra.: les fees; N.: le falz; V., S.: le feez; A.: le feis; L.: los facts; K.: le fes; Br.: fait; C.: omits these words.

⁸ H.: sur ses compaignouns; Ra.: sus (M.: sur) ses compaignons; N.: sur les mariners; A.: sus les mariniers; Br.: ende de ghezellen.

⁹ "The word 'balingues' is used in the sixteenth article in connexion with the anchor of a ship, as meaning buoys afloat to denote the position of the anchor under water. It may be conjectured, however, that it may have meant 'shores,' or beams of wood so arranged, as to shore up the ship, and keep it upright at low water. 'Balinga' and 'balinge' in old French signify a cradle. See Du Cange, Gloss. The word 'ballisas' is used in the Castilian version, and affords no help" (Twiss, Vol. I, p. 121, n. 1). In Vol. II, p. 229, n. 7, Twiss makes yet another suggestion, and thinks that the word "may here

which do not appear at high water,⁹ or [to see] that her berth is well buoyed, that the merchants may suffer no damage; for if they have damage the master is bound to make it good, unless he can give an explanation, and his explanation be not made void.¹⁰ And the pilot has well done his duty when he has brought the ship as far as her berth, for so far he ought to conduct her, and thenceforward the responsibility is with the master and his companions.¹¹ And this is the judgment in this case.

25.¹² Because great loss is often caused by pilots, for that he [the pilot] agrees to take a ship into a harbour, and steers her badly, whereby many a master and many a merchant are impoverished, it is our wish that if he [the pilot] undertake to steer a ship into any harbour to safety, and he steers her badly and the ship is lost through his not knowing the entrance into the precincts of the harbour, the statute ordains that he lose his right hand and his left eye, because he has treasonably led them. And this is the judgment in this case.



mean what are technically termed 'fenders,' to prevent a vessel when she is in her berth grinding against another vessel alongside of her."

Pardessus translates "ballignes q1 ne pergent" by "balises apparentes." Both Pardessus and Twiss have disregarded the negation before "pergent," even as in Art. 16.

It seems, however, fairly obvious that exactly the same thing is meant here as in Art. 16 (see n. 20, p. 85), and I have accordingly taken "y" to refer to "anchors."

¹⁰ It should be noticed that the Southampton MS. is in complete agreement with the Leghorn MS., and that these two alone give an intelligible and most probably correct reading of this passage. If this be accepted as the original version, the variations found in the other MSS., as well as the translation of Br., can easily be accounted for, and it renders unnecessary the emendations suggested by Pardessus, viz., that there should be a stop inserted after the word "abatu," and that the sentence should be continued in this form: "et la reson est le lodman a bien fait son devoir." Not only does no MS. support the suggestion of Pardessus (cf. Twiss, Vol. III. p. 33, n. 1), but his rendering of the whole passage is altogether arbitrary: "le patron est tenu de faire placer des balises apparentes et disposer des cordages ou barricades qui mettent les marchandises à l'abri de tout dommage; car si, par défaut de ces précautions, elles en éprouvaient, c'est à lui de le réparer, s'il a de quoi. La raison principale qui doit le rendre ainsi responsable, est que le loeman est quitte de tout engagement . . ."

Twiss translates: "the master is bound to make it good, if they state reasons wherefore the master should be driven from his reasons," etc., which does not make much sense.

For "abatre" meaning "render void," particularly common in A.F. documents, cf. Godaf., Art. abatable; also Godaf., Compl., Art. abatre.

¹¹ "It would appear that the pilot was responsible for the safety of the ship until she was in her berth, after which the master and mariners were responsible that she did not shift her position" (Twiss, Vol. II, p. 241, n. 1.)

¹² None of the texts which I have examined contains this article. The older versions all stop after Art. 24, except, however, the Spanish translation, which has an additional regulation concerning pilots, but the penalty incurred by the careless pilot was only "to make good the damages if he had where-withal." Apparently of the same origin are Art. 23 of the Grand Routier (and other MSS. of η), and perhaps Arts. 33 and 34 of the Black Book of the Admiralty (N), but the punishment which they prescribe is much more drastic; according to them, the captain and mariners can behead the pilot there and then, without being answerable before any judge.

26. Et¹ sour ceo cest la Co^mmission n^{ost}r^e s^{aignur}, le Roi Denglet^{er}re.

E[dwa]rd, p^{ar} la g^{ra}ce de dieu, Roi Denglet^{er}re seigno^{ur} Dirlande et Duc Daquitaigne, A touz ceux q^e ceste p^{re}sente l^{ett}res p^{ar}uendront, Salutz. Come Gregoire de Rokeslee et Henrⁱ le Waleis, nos Citeins de Londres, et aultres, atant des marchaunz Denglet^{erre}²



**Statutum
West' in
capitulo
iii^{to}.**

27. *Wrecke de Mayer*.³ Est accorde q^e si null^e home,⁴ Chien, ou chat eschape viue horsse⁵ de la neff oue de la batell^e la neff,⁶ q^e la neff, ne le battell^e,⁷ ou null^e ryens⁸ q^e liens⁹ fuist, ne soiet adiugge wreke,¹⁰ mes soient les schoyz¹¹ saluez et gardez p^{ar} le veu¹² del vicunt,¹³ de crowner,¹⁴ ou de baylyff¹⁵ le Roy, en lez mainiz ceux¹⁶ de la villa¹⁷ ou lez schochiz¹⁸ serrount¹⁹ trouez; issint q^e si null^e veine deinyz²⁰ lan et le io^{ur} et voyll^e suer sez benz, et puiz p^{ro}uer q^e ceux lez soienz, oue

¹ In the MS. the whole of this entry is very faint.

² Here the text breaks off. The rest of the letter was probably expunged.

³ Statutes at Large: De Wrek de meer. This article is in a later hand.

⁴ St. at L.: qe la ou homme.

⁵ St. at L.: vif hors.

⁶ St. at L.: "oue de la batelle la neff" omitted.

⁷ St. at L.: batel.

⁸ St. at L.: nul rien.

⁹ St. at L.: leins.

¹⁰ St. at L.: jugge a wreke.

¹¹ St. at L.: choses.

¹² St. at L.: la veue.

¹³ St. at L.: Viscount.

¹⁴ St. at L.: del coroner.

¹⁵ St. at L.: et de Baillif.

¹⁶ St. at L.: en la main de ceux.

¹⁷ St. at L.: ville.

¹⁸ St. at L.: les choses.

¹⁹ St. at L.: sont.

26. And on this matter, here is the Commission of our lord the King of England. [A.D. 1285.]

Edward, by the Grace of God, King of England, Lord of Ireland, and Duke of Aquitaine, to all those whom these present letters shall reach, greeting. Whereas Gregory de Rokeslee²¹ and Henry Waleys,²² our citizens of London, and others, as well of the merchants of England²³



**Statute
of West-
minster,
Chapter
IV.**

27. *Wreck at Sea*. [A.D. 1275.]²⁴ It is agreed that if any man, dog, or cat escape quick out of the ship or out of the barge of the ship, that neither the ship, nor the barge, nor anything which was within them, be adjudged wreck: but the goods shall be saved and kept by view of the sheriff, the coroner, or the king's bailiff, [and be delivered] into the hands of those of the town where the goods were found; so that if anyone come within a year and a day, and wish to sue for these goods, and be able to prove that those are they which belonged to his lord

²⁰ Read: deelinz; St. at L.: dedeins.

²¹ Gregory de Rokeslee (or Rokesley) was Mayor of London in A.D. 1274-1280, and again in 1284.

²² Henry le Waleys (alias Henry de Waleys, Henry Waleys) was Mayor of London in A.D. 1273, 1281-1283, 1297 and 1298.

²³ These are the opening lines of the famous Letters Patent issued by Edward I on the 15th day of May, A.D. 1285. The document has only been preserved in Latin (cf. Pardessus, Vol. IV, p. 204; *Liber Albus*, p. 490; Rymer's *Foedera*), but it is highly probable that the original was issued in French, like most of the legislation referring to trade and maritime law. The fragment of the Oak Book proves at least that a French version of it must have existed.

In 1285 a complaint appears to have been made to the king by the barons of the Cinque Ports of England, the mariners of Yarmouth, and others, that the merchants of Gascony, as well as those of England, Wales, and Ireland, in particular Gregory de Rokeslee and Henry le Waleys, were in the habit of compelling the barons of the Cinque Ports and other owners of English merchant vessels, in cases of jettison of cargo, to contribute *pro rata* according to the value of their vessels, as well as of the wines or merchandise which the master and crew might have on board. The king, having heard the reply of the merchants, ordained for the future: 1st, that the ship, with all the tackle and rigging and the personal property of the crew (such as the ring worn on the master's finger, his chain, belt, and goblet, the victuals of the crew and their cooking utensils), should be quit of contributing aid towards jettison; 2nd, that the mariners should receive their freight for such goods as were saved, but not for those that were lost; 3rd, that all goods saved, whether belonging to the crew or to the merchants (those excepted above being excepted) should in future be appraised and contribute aid for making good the loss incurred through jettison.

²⁴ As the rubric clearly states, this is simply a copy of the fourth chapter of the Statute of Westminster, made on the 25th day of April, in the third year of Edward I (A.D. 1275). I have collated the text with that published in *Statutes at Large*, Vol. I, pp. 42, 43, and noted the variants. In a few instances the Southampton version gives a better reading; they are pointed out below.

a son se^{ignur} ou en sa garde peris,¹ sauncz delay² soient rendux³; et si noⁿ, Remaine^{nt} al Roy, et soient p^{ri}sez p^{ar} le vicu^{nt}, le crowner, et le baylyff, Et soient balliz a ceux de la villa,⁴ a Respoundre deu^{ant} just^{iciers}⁵ de wreke q^e appe^{nt} all Roy; et la ou wrecke appent a autr^e q^e all Roy, Celuy eit pe^r [?] m^{esme} le⁶ man^{er}; et qⁱ aut^{re}me^{nt} le ferra, et de ceo soiet attaynt, seit agarde all⁷ p^{ri}son,⁷ et r^emainte⁸ al volunte le Roy, et rende lez damag^{es} ensuiue^{nt}⁹; et si le baylly le face, et soiet disawoue dell^e s^{aignur},¹⁰ et le s^{aignur} de ceo ryens neit atret a luy,¹¹ r^espoynde¹² le bayllyf syll eit¹³ de quoy, et si noⁿ, r^endra¹⁴ le s^{aignur} le corz dell baylyff all Roy.

F. 46a.

1 St. at L. : issint qe si nul siwe ceux biens, et puis provere qils soient soens, ou a son seignur, ou en sa garde periz, dedels lan et le jour.

2 St. at L. : add "lui" before "soient."

3 St. at L. : renduz.

4 St. at L. : per le Viscount, et le Coroner, et Ballif a la ville.

5 St. at L. : Justices.

6 St. at L. : si le eit per mesme le.

7 St. at L. : a la prisone.

8 St. at L. : et reint.

9 St. at L. : ensement.



or which perished in his keeping, they shall be restored [to him] without delay¹⁵; and if not, they shall remain to the king and be appraised by the sheriff,¹⁶ the coroner, and the bailiff, and shall be delivered to those of the town to answer before the justices of the wreck belonging to the king. And where wreck belongeth to another than to the king, he shall have it in like manner; and he that doth otherwise, and thereof be attainted, shall be awarded to prison, and shall remain [there] at the king's will,¹⁷ and shall render the damages ensuing; and if a bailiff do it, and it be disallowed by the lord, and the lord have appropriated to himself nothing of this,¹⁸ the bailiff shall answer, if he have whereof; and if not, the lord shall deliver the bailiff's body to the king.

¹⁰ St. at L. : desavowe de son.

¹¹ St. at L. : le seigneur ne ne attrale de ce a lui.

¹² St. at L. : respolgne.

¹³ St. at L. : sil ad.

¹⁴ St. at L. : et sil nad de quey rende.

¹⁵ The translation in *Statutes at Large* runs : "so that if any sue for those goods, and after (1) prove that they were his, or perished in his keeping, within a year and a day, they shall be restored to him without delay."

¹⁶ In St. at L. : "and be selsed by the Sheriffs."

¹⁷ In St. at L. : "and make fine at the king's will."

¹⁸ In St. at L. : "and the lord will not pretend any title thereunto."



CHAPTER X.

[THE CHARTER OF THE HOSPITAL OF ST. JOHN
OF JERUSALEM.]

F. 46a. Copia carte Hospit^{alis} sa^{neti} Joh^{anni}s Jer^{usale}m.

[Inspeximus Edward^{us}, dei gr^{atia} Rex Angl^{ie}, d^{ominus} Hib^{er}n^{ie}, et dux
of Aquit^{anie}, Ar^{chiep}iscopis, ep^{iscopis}, Abb^{atibus}, prior^{ibus}, Com^{itibus}, Baron^{ibus},
2 Edward III justic^{iaris}, vic^{ecomitibus}, p^{repositis}, mi^{nistris}, et o^{mnib}us balli^{uis} et
A.D. 1328.] fidelib^{us} suis, sal^{ute}m.

Inspexim^{us} cartam^m confir^{mac}ionis, q^{ua}m nup^{er}, sub sigillo quo
tu^{nc} vtebam^{ur}, fecim^{us} d^{omin}o, et be^{ate} Marie, et s^{anc}to Joh^{anni}
Bapt^{iste}, et fr^{atrib}us Hospit^{alis} ier^{usale}m, in h^{ec} verba.

[Inspeximus Edward^{us}, dei gr^{atia} Rex et d^{ominus}, Ar^{chiep}iscopis, Ep^{iscopis}, etc., et
of fidelib^{us} suis.
1 Edward III A.D. 1327.]

Inspexim^{us} cart^{am} confir^{mac}ionis, q^{ua}m d^{ominus} E^{dwardus}, nup^{er} Rex
Angl^{ie}, pat^{er} n^{oste}r, fecit deo, et be^{ate} Marie, et s^{anc}to Joh^{anni}
Bapt^{iste}, et fr^{atrib}us Hospit^{alis} Jer^{usale}m, in h^{ec} verba.

[Inspeximus Edward^{us}, dei gr^{atia} Rex Angl^{ie}, vt p^{rius}, fidelib^{us} suis, sal^{ute}m.
of Inspexim^{us} cartam^m confir^{mac}ionis, q^{ua}m clare memorie d^{ominus}
2 Edward II, A.D. 1308.] Edward^{us}, q^{uon}d^{am} Rex Angl^{ie}, pat^{er} n^{oste}r, fecit deo, et be^{ate}
Marie, et s^{anc}to Joh^{anni} Bapt^{iste}, et fr^{atrib}us hospit^{alis} Jer^{usale}m,
in h^{ec} verba.

[Inspeximus Edward^{us}, dei gr^{atia} Rex Angl^{ie}, etc., vt p^{rius}, fidelib^{us} suis.
of Inspexim^{us} cartam, q^{ua}m celebris memorie d^{ominus} Henr^{icus},
8 Edward I, A.D. 1280.] q^{uon}d^{am} Rex Angl^{ie}, pat^{er} n^{oste}r, fecit deo, et be^{ate} Marie, et
s^{anc}to Joh^{anni} Bapt^{iste}, et fr^{atrib}us Hospit^{alis} ier^{usale}m, in h^{ec} verba.

[TRANSLATION.]

Copy of the Charter of the Hospital of Saint John of Jerusalem.¹

Edward [III], by the Grace of God, King of England, Lord of Ireland, and Duke of Aquitaine, to his archbishops, bishops, abbots, priors, earls, barons, justices, sheriffs, reeves, officers, and all his bailiffs and faithful subjects, greeting.

We have examined the charter of confirmation which we granted lately, under the seal which we now use, to our Lord, to the Blessed Mary, to Saint John the Baptist, and to the brethren of the Hospital of Jerusalem, in these words.

Edward [III], by the Grace of God, King and Lord, etc., to his archbishops, bishops, etc., and to his faithful subjects, [etc.]

We have examined the charter of confirmation which our father, the Lord Edward [II], lately King of England, granted to God, to the Blessed Mary, to Saint John the Baptist, and to the brethren of the Hospital of Jerusalem, in these words.

Edward [II], by the Grace of God, King of England,—as before—to his faithful subjects, greeting.

We have examined the charter of confirmation which the Lord Edward [I], of famous memory, sometime King of England, our father, granted to God, to the Blessed Mary, to Saint John the Baptist, and to the brethren of the Hospital of Jerusalem, in these words.

Edward [I], by the Grace of God, King of England, etc.—as before—to his faithful subjects.

We have examined the charter which the Lord Henry [III], of famous memory, sometime King of England, our father, granted to God, the Blessed Mary, to Saint John the Baptist, and to the brethren of the Hospital of Jerusalem, in these words.

¹ For the relation of the Knights Hospitallers to Southampton, see Introduction, par. 32.

[Charter of 20th June, 37 Henry III, A.D. 1253.] Henr^{icus}, dei gr^{atia} Rex Angl^{ie}, domin^{us} Hib^{ern}^{ie}, dux Norman^{ie} [et] Aquit^{anie}, et comes Andag^{avie} (*sic*), Arch^{iep}^{iscopis}, etc. vt p^{ri}us, et fidelib^{us} suis, s^{al}^{ut}m.

Sciat^{is}, nos concessisse, et p^{re}senti carta n^{ost}ra confir^{mas}se, deo, et b^{ea}te Marie, et s^{an}cto Joh^{anni} Bapt^{ist}e, et fr^{atr}ib^{us} hospital^{is} ier^{usa}^le^m, omⁿes donac^{io}n^{es} r^{aci}onabiles t^{er}a^{rum}, homiⁿu^m, et el^{em}o^si^{na}^{rum}, eis a p^{re}decessorib^{us} n^{ost}ris v^{el} ab alijs in p^{re}terito, v^{el} a nob^{is} in p^{re}senti collatas, v^{el} in futuro a nob^{is} v^{el} ex alio^{rum} lib^{er}alitate conf^{er}end^{as}, v^{el} alio modo adquisitas v^{el} adquirend^{as}, tam in eccl^{es}ijs, q^{ua}m in reb^{us} et possessionib^{us} muⁿdanis. Quare volum^{us}, et firmit^{er} p^{re}cipim^{us}, q^{uo}d p^{re}dicti fr^{atr}es et eo^{rum} ho^{mi}n^{es} omⁿes possessiones suas et el^{em}o^si^{na}s hab^{ea}nt et teneant, cu^m omⁿib^{us} lib^{er}tatib^{us} et lib^{er}is consuetu^d^{inibus} et quietanciis suis, in bosco et plano, in pratis et pastur^{is}, in aquis et molend^{inis}, in vijs et semitis, in stagnis et viuar^{is}, in mariscis et piscar^{is}, in g^{ra}ngiis et virgultis, infra Burgu^m et ex^{tra}, cum sok^a et sak^a, et Tolu^m et theam, et Infangenethef et outfangenethef, et hamsok^a, et Gridbrich, et Blodwhyte, et fithwite, et ferdwyte, et hengwhite, et leirwyte, et flemmenesfrith, et murdro, et lat^{ro}cinio, et forestal, et ordol, et oreste, infra t^{em}p^{us} et ex^{tra}, in omⁿib^{us} locis, et cu^m omⁿib^{us} ca^{us}is que suⁿt v^{el} esse possuⁿt.

Concedim^{us} ecia^m imp^{er}petu^m, q^{uo}d p^{re}dicti fr^{atr}es quieti sint de omⁿib^{us} misericordiis, et q^{uo}d ip^{si} et omⁿes ho^{mi}n^{es} sui lib^{er}i sint ab omⁿi scotto et geldo, et omⁿib^{us} auxiliis regu^m, vicecomitu^m et omⁿi^{um} mⁱⁿist^{er}ial^{ium} eorum, et hidagio et carrucagio,

1 "Sac and soc" (cf. p. 38, n. 3).

2 "Toll" (cf. p. 42, n. 4).

3 "Team" (cf. p. 38, n. 4).

4 "Infangthief" and "outfangthief" (cf. p. 39, ns. 5 and 6).

5 "Hamesucken" (cf. p. 41, n. 18).

6 "Grithbreach" (cf. p. 41, n. 15).

7 "Bloodwite" and "fithwite" (cf. p. 41, ns. 13 and 14).

8 "Ferdwite" = "a fine or mulct imposed for not going forth in a military expedition, to which duty all persons who held land were in necessity obliged. And therefore a neglect or omission of this common service . . . was punished with a pecuniary mulct of 120s. called ferdwite; which penalty was remitted and immunity from it granted by several charters" (cf. Cowell).

9 "Hangwite" (cf. p. 40, n. 10).

10 "Lairwite" (cf. p. 40, n. 12).

11 "Flemensfrith" or "flemenesfrith" (cf. p. 41, n. 16).

Henry [III], by the Grace of God, King of England, Lord of Ireland, Duke of Normandy and Aquitaine, and Count of Anjou, to his archbishops, etc.—as before—and to his faithful subjects, greeting.

Know ye, that we have granted, and by this our charter have confirmed, to God, to the Blessed Mary, to Saint John the Baptist, and to the brethren of the Hospital of Jerusalem, all reasonable donations of lands, of men, and of alms, conferred upon them by our predecessors or by others in the past, or by us in the present, or to be conferred in future by us or by the liberality of others, or acquired or to be acquired by other means, as well in things and possessions ecclesiastical as temporal. Wherefore we will, and firmly ordain, that the aforesaid brethren and their men shall have and hold all their possessions and alms, with all their liberties, free customs and exemptions, both in wood and plain, in meadows and pastures, in water courses and in mills, in ways and paths, in pools and ponds, in marshes and fish-ponds, in barns and orchards, within the borough and without, with soc and sac,¹ toll² and team,³ infangthief⁴ and outfangthief, and hamesucken,⁵ and grithbreach,⁶ and bloodwite, and fithwite,⁷ and ferdwite,⁸ and hangwite,⁹ and lairwite¹⁰ and flemensfirth,¹¹ and murder, and larceny, and forestall,¹² and ordeal,¹³ and oreste,¹⁴ in time and out of time, in all places, and in all causes which are or may arise.

Also, we grant for ever, that the said brethren be quit of all amercements, and that they and all their men be free of all scot¹⁵ and geld,¹⁶ and all aids of kings, sheriffs, and their officers, and of hidage¹⁷ and carucage,¹⁸ and danegeld,¹⁹ and horngeld,²⁰

¹² "Forestall" (cf. p. 41, n. 17).

¹³ The form "ordol" is interesting as a true representative of O.E. "ordal." Chaucer uses "ordal" in *Troilus*, III, 1046, otherwise the word has not been met with in M.E. texts, according to *New Engl. Dict.*, cf. ordeal.

¹⁴ "Oreste" is a very scarce word; it occurs in a charter granted to the Knights Templars (in Dugdale's *Monast.*), and that instance has been quoted by Cowell and Du Cange, but neither has ventured to explain the meaning—if the word ever had a specific meaning.

¹⁵ "Scot" = a customary tax or contribution laid on subjects according to their ability (cf. "scot and lot"); also a tax or custom paid for the use of a sheriff or bailiff (cf. *Cent. Dict.*; also Cowell).

¹⁶ "Geld" (cf. p. 40, n. 3).

¹⁷ "Hidage" (cf. p. 40, n. 5).

¹⁸ "Carrucage" or "carucage" (cf. p. 40, n. 6).

¹⁹ "Danegeld" (cf. p. 40, n. 4).

²⁰ "Horngeld" or "cornage," a feudal "service," being a form of rent fixed according to the number of horned cattle (cf. *New Engl. Dict.*).

F. 46b.

et danegeld, et hornegeld, et ex^{erel}tib^{us} et wapent^{achiis}, et scutagio et tallagio, lestagio et stallagio, shiris et hundr^{edis}, pl^{ac}itis et querel^{is}, et warda, et wardepeny, et auerpeny, et hunderdpeny, et borghalpeny, et Thethingepeny, et de o^{mnib}us op^{erib}us castallor^{um} (*sic*), p^{ar}cor^{um}, et ponciu^m, clausuris¹, et o^{mn}i carreo, et summagio, et nauigio, et domuu^m regaliu^m edificac^one, et o^{mn}i moda op^{er}ac^one. Et p^{ro}hibem^{us}, ne bosci eo^{rum} ad p^{re}dicta op^{er}a v^{el} ad aliqua alia v^{llo} modo capiant^{ur}. Et si^{mil}it^{er}, blada eo^{rum} v^{el} homi^{num} suo^{rum}, v^{el} aliq^{ui}d de rebus suis v^{el} homi^{num} suo^{rum} ad castella munienda capiat^{ur}. Volum^{us} et i^{am}, q^{uo}d lib^{er}e et sufficient^{er}, sine aliq^{ua} occ^{asi}one capiant de o^{mnib}us boscis suis, ad vsus dom^{us} sue q^uandocu^mq^{ue} volu^{er}int; n^{ec} p^{ro}p^{ter} hoc in forisⁿcto de vasto v^{el} in mi^{sericordi}a ponant^{ur}. Omⁿes quo^{que} t^{er}ras et assarta sua et homi^{num} suo^{rum}, iam facta, et que impost^{er}um fient assensu regio eis imp^{er}petu^m quieta clama^{mus} de vasto, regardo, et de visu forestario^{rum}, et de o^{mnib}us aliis consuetudinibus.

Concedim^{us} insup^{er} eisde^m fr^{at}rib^{us}, q^{uo}d de o^{mnib}us boscis suis, quos habent in p^{re}senti, infra metas foreste, possint assartare et excolere sine licencia n^{ost}ra, v^{el} he^{re}du^m n^{ost}ro^{rum}, v^{el} Balliu^orum n^{ost}ro^{rum}, Ita q^{uo}d inde in nullo a nob^{is}, v^{el} he^{re}d^{ib}us n^{ost}ris, v^{el} Ball^{iv}is n^{ost}ris, imp^{er}petu^m occ^{asi}onent^{ur}. Et q^{uo}d ip^si et ho^mines sui p^{ro}p^{ri}i quieti sint de expeditac^one canu^m suo^{rum} imp^{er}petu^m.

P^{re}cipim^{us} ecia^m, q^{uo}d ip^si fr^{at}res hospital^{is} et omⁿes ho^mines sui, lib^{er}i sint et quieti ab o^{mn}i theolonio, in o^{mn}i foro et in o^{mnib}us nuⁿdinis, et in o^{mn}i t^{rans}itu ponciu^m et via^{rum} et maris, p^{er} totu^m regnu^m n^{ost}rum et p^{er} omⁿes t^{er}ras n^{ost}ras, in quib^{us} lib^{er}tates eis dare possum^{us}; et omⁿi a m^{er}cata sua et homi^{num} suo^{rum} sint si^{mil}it^{er} in o^{mnib}us p^{re}dictis locis ab(s) o^{mn}i theolonio quietⁱ.

Concedim^{us} et i^{am} eis et conf^{ir}mam^{us}, q^{uo}d si aliquis homi^{num} suo^{rum}, p^{ro} delicto suo, vitam v^{el} menbru^m debeat amitt^{er}e, v^{el}

1 Read: de omnibus operibus castellorum et pontium, et clausuris parcorum.

2 "Wapentake," later applied to a division or sub-division of a shire, especially of northern, eastern, and midland England (cf. *Cent. Dict.*, and Du Cange, wapentachium), must here mean obligation to attend musters or a fine exacted for neglecting to do so.

3 "Lastage" or "lestage" (cf. p. 42, n. 8).

4 "Stallage" (cf. p. 43, n. 10).

5 "Wardpenny" and "averpenny" (cf. p. 40, ns. 7 and 8).

6 "Burghal-penny," a municipal tax of some kind; in ancient charters certain monasteries are exempted from paying it (cf. *New Engl. Dict.*).

and military expeditions and wapentake,² and scutage and tallage, and lastage³ and stallage,⁴ and of shires and hundreds, and pleas and suits, and wardship, and wardpenny,⁵ and averpenny, and hundred-penny, and burghal-penny,⁶ and tithing-penny,⁷ and of all works of castles and bridges, and enclosures of parks, and of all carriage,⁸ and summage,⁹ and ship-dues,¹⁰ and of the building of the king's houses, and of every manner of works. And we forbid that their woods be in any way taken for the said works or for any others. And likewise, that their corn or the corn of their men, or any of their goods or of the goods of their men, be taken to supply the castles. Also, it is our wish that they, freely and sufficiently, and without hindrance, take of all their woods for the use of their own house, whenever they wish, and for doing this they shall neither be in forfeiture of waste, nor amerced. Also all the lands and assarts¹¹—already made, or to be made in future with the king's assent, both their own and those of their men—do we quit-claim for ever of waste, regard, view of foresters, and all other customs.

Furthermore do we grant to the said brethren, that of all their woods, which at present they hold within the forest bounds, they may assart and cultivate without our licence, or the licence of our heirs or our bailiffs, so that they may in nothing be molested therein by ourselves, our heirs, or our bailiffs, for ever. And that they themselves and their own men be quit for ever of the expeditation¹² of their dogs.

Also do we ordain that the said brethren of the Hospital and all their men be free and quit of all tolls in all fairs and markets, and in the crossing of bridges, roads, or the sea, throughout our realm and in all our lands in which we have power to give them liberties; and that all their goods and the goods of their men be likewise quit of all tolls in all aforesaid places.

Also do we grant and confirm unto them, that if any one of their men ought to lose life or limb for his offence, or if he should

⁷ "Tithing-penny" (cf. p. 40, n. 9).

⁸ "Carriage" ("carrelum," "carreda," etc.), an obsolete service of carrying, or a payment in lieu of the same, due by a tenant to his landlord or feudal superior, or imposed by authority (cf. *New Engl. Dict.* and Du Cange).

⁹ "Summage," a toll for carriage on horseback.

¹⁰ "Navigius" is defined in Du Cange "vectigal ex navium transitu."

¹¹ "Assart," a piece of forest land converted into arable by grubbing up the trees and brushwood; a clearing in a forest (cf. *New Engl. Dict.*; see also H. Hall's *Studies*, p. 223).

¹² "Expeditation" (cf. p. 41, n. 22).

fug^{er}it et iudic^o stare noluer^{it}, v^{el} aliud delictu^m fec^{er}it p^{ro} q^{uo} debeat cat^{alla} sua p^{er}de^{re}, vbicumq^{ue} iusticia fierⁱ debeat, siue in cur^{ia} n^{ost}ra siue in alia cur^{ia}, ip^sa cat^{alla} sint p^{re}dic^{to}rum fr^{atru}m; et liceat ip^sis fr^{atrib}us, sine disturbac^one vicecom^{itum} et omⁿium balli^{uo}rum n^{ost}ro^{rum} et alio^{rum}, pon^{ere} se in seisin^a de p^{re}dictis cat^{allis} in p^{re}dic^{tis} ca^{si}b^{us} et aliis, qu^{ando} Balli^{ui} n^{ost}ri, si ad nos p^{er}tin^{er}ent cat^{alla} illa, in manu^m n^{ost}ram ea seisire possent et deb^{er}ent.

Insup^{er} concedim^{us} q^{uo}d ani^malia, que dicu^{ntur} Wayf, iⁿuenta in feod^o hospit^{alis}, sint ip^sorum fr^{atru}m, n^{isi} aliq^{ui}s ea secut^{us} fu^{er}it, q^{ui} velit et possit p^{ro}bare, q^{uo}d sua sint, Et n^{isi} fu^{er}int inf^{ra} t^{er}miⁿos competentes, s^{ecundu}m consuet^{udinem} p^{at}rie petita et secuta. Et si aliquis tenenciu^m p^{re}dic^{to}rum fr^{atru}m feod^{um} suu^m forisfec^{er}it, liceat ip^sis fr^{atrib}us pon^{ere} se in s^{ei}sinam de ip^so feod^o, et ip^sum feod^{um} cu^m p^{er}tin^{enci}is suis possid^{ere}, noⁿ obstante eo, q^{uo}d nos coⁿsueuim^{us} da^mpnato^{rum} et fugitio^{rum} feoda, p^{er} vnu^m annu^m et vnu^m diem, possid^{ere}.

Si^{mi}lit^{er}, si aliquis homiⁿum suo^{rum} sit am^{er}ciat^{us} erga nos v^{el} Balli^{uos} n^{ost}ros, p^{ro} quacu^mque causa, v^{el} debito, v^{el} forisf^{ac}to, m^{er}cie et am^{er}ciam^{enta} p^{ec}u^{nie} sint collecta et in vna bursa ad s^{ac}carium n^{ost}ru^m portata, et p^{re}dic^{tis} fr^{atrib}us ibid^{em} lib^{er}ata, s^{er}uata regie p^{otes}tati iusticia mortis et me^mbro^{rum}.

Concedim^{us} insup^{er} eis, q^{uo}d, lic^{et} aliq^{ua} lib^{er}tatu^m conta^{nta}rum in hac carta, p^{er} t^{em}p^{or}is diut^{ur}nitat^{em}, qu^ocu^mq^{ue} ca^{su} continge^{nt}e, vsi non fu^{er}int, nichilomiⁿus t^{ame}n lib^{er}tate ead^{em} decet^{er}o vtant^{ur}, sine aliq^{ua} cont^{ra}dic^{ti}o^{ne}, noⁿ obstante eo, q^{uo}d p^{er} t^{em}p^{or}is diut^{ur}nitat^{em} ea vsi noⁿ fu^{er}int, sicut p^{re}dic^{tum} est. Hec autem omⁿia p^{re}dicta, et omⁿia alia s^{er}uicia s^{ec}ularia et consuetud^{ines}, que in hoc sc^{ri}pto noⁿ comp^{re}hendunt^{ur}, eis concedim^{us} et conf^{ir}mam^{us} in p^{er}petuam el^{em}osiⁿam, cu^m omⁿib^{us} lib^{er}atib^{us}, et lib^{er}is consuetudⁱⁿib^{us}, quas regia p^{otes}tas liberiores alicui domⁿi religionis conf^{er}re potest, p^{ro} dei amore, et p^{ro} ani^ma domⁿi Joh^{ann}is Reg^{is}, p^{at}ris n^{ost}ri, et p^{ro} ani^mabus omⁿium ant^{ecesso}rum et successo^{rum} n^{ost}ro^{rum}. Et p^{ro}hibem^{us}, sup^{er} forisf^{ac}tura^m n^{ost}ram,

1 "Walf." 'goods waived,' are such as a thief having feloniously stolen, and being newly followed with hue and cry, or else over-charged with the burden or trouble of the goods, for his own ease and more speedy flight, flies away, and leaves the goods behind him; then the King's officer, or the balliff of the lord of the manor (within whose jurisdiction they be left) who by prescription, or

flee and be unwilling to stand his trial, or commit any other offence for the which he ought to lose his chattels, wheresoever justice shall be had of him, whether in our court or in any other court, such chattels shall belong to the said brethren; and that it shall be lawful to the said brethren, without hindrance of our sheriffs or of any bailiffs whomsoever, of us or of others, to put themselves in seizin of the aforesaid chattels in the aforesaid cases and in others, when our bailiffs, if those chattels pertained to us, might and ought to seize them on our behalf.

Furthermore, we grant that cattle called waif,¹ found in the fief of the Hospital, shall be to the same brethren, unless someone was in pursuit of them, who was both willing and able to prove that they were his, and unless they were sought and pursued within the proper time,² according to the custom of the country. And if any tenant of the said brethren forfeit his fief, it shall be lawful for the said brethren to seize the same fief, and to retain possession of the same fief and its appurtenances, notwithstanding the fact that it has been our custom to take possession for a year and a day of the fiefs of prisoners and fugitives.

Likewise, if any of their men be amerced in our presence or that of our bailiffs, for whatever cause, offence, or forfeiture, the fines and pecuniary amercements shall be collected and brought in a purse to our exchequer and there delivered unto the said brethren, saving the king's prerogative of justice involving loss of life or limb.

Furthermore, we grant unto them that although for a lapse of time, through some contingency, they have not used some or other of the liberties contained in this charter, nevertheless they shall in future use the same without any contradiction, notwithstanding the fact that they for a lapse of time did not use it, as is aforesaid. But all the aforesaid, and all other secular services and customs, which are not included in this charter, we grant and confirm unto them in perpetual alms, with all liberties and free customs, which the king's power can confer more freely upon any religious house, for the love of God, and the soul of the Lord King John, our father, and for the souls of all our ancestors and successors. And we forbid, upon pain of our dis-

grant from the King, hath the franchise of waife, may seize the goods so waived to his Lord's use, except the owner come with fresh suit after the felon, and sue an appeal within a year and a day, etc." (Cowell, *Interpreter*, waife).

² i.e., within a year and a day (see last note).

F. 47a.

quod nullus eis vel hominibus suis contra hanc cartam nostram in aliquo forisfaciat, quia ipsos et omnes res et possessiones suas et omnium hominum suorum in custodiam et specialem protectionem nostram suscepimus. Hijs testibus venerabili patre B. Cantuariensi Archiepiscopo, totius Anglie Primate, R. Comite Cornubie, fratre nostro, Ricardus de Clare, Comite Gloucestrie et Hertfordie, Humfrido de Bohum, Comite Herefordie, Johanne Mauersell, preposito Beuerlac, Magistro Willmo Kilkenny, Archidiacono Couentensi, Radulpho filio Nicholai, Bertramo de Criciill, Johanne le Grey, Johanne de Lexynton, Roberto Walrand, Willmo Gernoun, et alijs. Datum per manum nostram, apud Wyntoniam, xx^o die Junii, anno regni nostri xxxvij^o.

Inspeximus etiam cartam, quam idem dominus Henricus, quondam Rex Anglie, pater noster, fecit predictis fratribus hospitalis iherusalem, in hec verba.

[Charter of
23rd June,
37 Henry III,
A.D. 1253.]

Henricus, dei gratia Rex Anglie, dominus Hibernie, etc., ut prius, fidelibus suis, salutem.

Precipimus vobis quod custodiatis, protegatis, et manuteneatis homines, terras, res, redditus, possessiones, et tenementa fratrum Hospitalis iherusalem, sicut res nostras proprias, nullam iniuriam, aut molestiam, seu grauamen eis facientes, nec ab aliquo fieri permittentes, quia ipsi et homines et omnes res et possessiones eorum sunt in custodia et protectione nostra. Et prohibemus ne de aliquo ponantur in placitum, nisi coram nobis vel capitulis iusticiariis nostris. Et si quis eis in aliquo forisfecerit, id eis sine dilatione faciat emendari. Teste me ipso, apud Wyntoniam, xxij^o die Junii, anno regni nostri xxx^o vij^o.

[Confirma-
tion of
8 Edward I,
A.D. 1280.]

Nos autem predictam concessionem ratam habentes, et gratiam eam pro nobis et heredibus nostris, quantum in nobis est, predictis deo, et beate Marie, et sancto Johanni, et fratribus hospitalis predicti et successoribus suis concedimus et confirmamus, sicut carte predictae rationabiliter testantur.

Hijs testibus Venerabilibus J. Cantuariensi Archiepiscopo, totius Anglie Primate, G. Wygornensi, Thomaso Herefordensi, R. Bathoniensi et Wellensi, et W. Norwicensi Episcopis, Edmundo fratre nostro, Edmundo, Comite Cornubie, Gilberto de Clare, Comite Gloucestrie

pleasure, that anyone wrong them or their men, contrary to this our charter, because we have taken themselves and all their things and possessions and those of all their men, under our care and special protection.

Witnesses: the venerable father B[oniface], Archbishop of Canterbury, primate of all England, R[ichard], Earl of Cornwall, our brother, Richard de Clare, Earl of Gloucester and Hertford, Humfrey [V] de Bohun, Earl of Hereford, John Maunselle, Provost of Beverley, Master William Kilkenny, Archdeacon of Coventry, Ralph Fitz Nicholas, Bertram de Criouille, John le Grey, John of Lexington, Robert Walrand, William Gernoun, and others. Dated by our hand, at Winchester, on the 20th day of June, in the thirty-seventh year of our reign. [A.D. 1253.]

We also examined the charter which the same Lord Henry, sometime King of England, our father, gave unto the said brethren of the Hospital of Jerusalem, in these words:

Henry [III], by the Grace of God, King of England, Lord of Ireland, etc.—as before—to his faithful subjects, greeting.

We command you to keep, protect, and maintain the men, lands, things, rents, possessions, and tenements of the brethren of the Hospital of Jerusalem, even as our own, not doing unto them, nor permitting to be done, any injury, molestation, or vexation, because they and their men and all their goods and possessions are in our care and protection. And we forbid that they be impleaded of anything, except before us or before our chief justices. And if anyone wrong them in anything, he shall make amends unto them without delay. Witness, myself, at Winchester, on the 23rd day of June, in the thirty-seventh year of our reign. [A.D. 1253.]

We, however, having ratified the said concession, do grant and confirm the privilege thereof, for us and our heirs, as far as in us lies, to the said God, Blessed Mary, Saint John, and brethren of the Hospital aforesaid and their successors, as the said charters reasonably testify.

Witnesses: the venerable [fathers] J[ohn], Archbishop of Canterbury, primate of all England, G[odfrey], Bishop of Worcester, Thomas, Bishop of Hereford, R[obert], Bishop of Bath and Wells, and W[illiam], Bishop of Norwich, Edmund our brother, Edmund, Earl of Cornwall, Gilbert de Clare, Earl of

et Hereford^{ie} [= Hertfordie], Rog^{er}o de mortuo mari, Joh^{an}ne de Viscy, Rog^{er}o de Clyfford, Henr^{ico} Lacy, Com^{ite} Lync^{olnie}, Joh^{anne} de Warrenna, Com^{ite} Surr^{ie}, Will^{elm}o de bello monte [= Bello Campo], Com^{ite} Warr^{wici}, Humfrido de Bohum, Com^{ite} Hereford^{ie}, Oton^e de Grandisono, Rob^{er}to de Tybetot^{es}, Rob^{er}to de Neuyle, Reginaldo Grey, Galfr^{id}o de Geneuyle, Hugon^e fil^{io} Oton^{is}, Rob^{er}to fil^{io} Joh^{ann}is, et alijs. Dat^{um} p^{er} manu^m n^{ost}ram, ap^{ud} Westm^{onasterium}, viij^o die Junii, anno r^{egni} n^{ost}ri viij^o.

[Confirm-
ation of
2 Edward II,
A.D. 1308.]

Nos au^{tem} ob deuoc^{io}ne^m q^{ua}m erga dominu^m et gl^{or}iosam Re^{gine}m¹ mariam ac s^{an}ctu^m Joh^{ann}em Bapt^{is}ta^m, n^{ec}noⁿ ad affect^{io}ne^m q^{ua}m ad fr^{at}res dicti Hospit^{alis} hab^{em}us, concessiones et conf^{ir}mac^{io}nes p^{re}dictas ratas hab^{entes}, et g^{ra}tias eas p^{ro} nob^{is} et her^{ed}ibus n^{ost}ris, q^{uan}tu^m in nob^{is} est, deo, et be^{ate} marie, et s^{an}cto Joh^{ann}i, ac fr^{at}rib^{us} Hospital^{is} p^{re}dic^ti et eo^{rum} successorib^{us} concedim^{us} et confirmam^{us}, sicut dicta carta confirmac^{io}nis r^{aci}onabilit^{er} testat^{ur}.

Hijs testib^{us} ven^{er}abili p^{at}re W. [= J.] Cicestr^{iensi} Ep^{iscop}o, Cancellar^{io} n^{ost}ro, Thom^a, Com^{ite} Lanc^{astrie}, Joh^{anne} de Warren^{na}, Com^{ite} Surr^{ie}, Will^{elm}o de Leyburn', Rob^{er}to Tony, Will^{elm}o Nayuel', Henr^{ico} de Appelby, et alijs. Dat^{um} p^{er} manu^m n^{ost}ram, ap^{ud} Certeseye, vicesi^{mo} s^{ec}un^{do} die septembr^{is}, anno r^{egni} n^{ost}ri s^{ec}un^{do}.

[Confirm-
ation of
1 Edward III
A.D. 1327.]

F. 47b.

Nos aute^m concessiones et conf^{ir}mac^{io}nes p^{re}dic^tas ratas hab^{entes} et g^{ra}tias eas p^{ro} nob^{is} et her^{ed}ibus n^{ost}ris, q^{uan}tu^m in nob^{is} est, dom^{ino}, et be^{ate} Mar^{ie}, et s^{an}cto Joh^{ann}i, ac fr^{at}rib^{us} Hospital^{is} p^{re}dicti et eo^{rum} successorib^{us} concedim^{us} et conf^{ir}mam^{us}, sicut dicta carta coⁿfirmac^{io}nis r^{aci}onabilit^{er} testat^{ur}.

Hijs testib^{us} ven^{er}abilib^{us} p^{at}rib^{us} Will^{elm}o Ebor^{acensi} Archi-ep^{iscop}o, Angl^{ie} Pri^{mate}, J. Elien^{si} ep^{iscop}o, Cancellar^{io} n^{ost}ro, H. Linc^{olnensi} Ep^{iscop}o, Thes^{aurario} n^{ost}ro, Thom^a, Com^{ite} Norf^{olcie} et Maresc^{allo} Angl^{ie}, auuⁿc^{ulo} n^{ost}ro, Joh^{anne} de Warren^{na}, com^{ite} Surr^{ie}, Rog^{er}o de mortuo mari, Joh^{anne} de s^{an}cto Joh^{anne}, Joh^{anne} de Roos, sen^{escallo} hosp^{it}al^{is} n^{ost}ri, et alijs. Dat^{um} p^{er} manu^m n^{ost}ram ap^{ud} Ebo^{racum}, xxx^o die Junii, anno r^{egni} n^{ost}ri p^{ri}mo.

¹ Read: Regnam.

² "Herefordie" in the MS. is a mistake of the scribe for "Hertfordie," for Gilbert de Clare was Earl of Gloucester and Hertford from 1243-1295, whilst Humphrey VII de Bohun was Earl of Hereford from 1274-1298.

³ It is perfectly clear that in the MS. "bello monte" is a mistake for "Bello Campo," for William Beauchamp was Earl of Warwick from A.D. 1268-1298 (cf. *Baronage of England*, Vol. III).

Gloucester and Hertford,² Roger de Mortuo Mari, John de Viscy [*alias* Vescy], Roger de Clyfford, Henry Lacy, Earl of Lincoln, John de Warrenne, Earl of Surrey, William Beauchamp,³ Earl of Warwick, Humfrey [VII] de Bohun, Earl of Hereford, Oto de Grandison, Robert de Tybetotes, Robert de Neville, Reginald Grey, Geoffrey of Genevyle, Hugh Fitz Oto, Robert Fitz John, and others. Dated by our hand, at Westminster, on the 8th day of June, in the eighth year of our reign. [A.D. 1280].

We, however, because of our devotion to our Lord, to the glorious Queen Mary [*i.e.*, the Virgin Mary], and to Saint John the Baptist, and also for the love we bear to the brethren of the said Hospital, having ratified the said concessions and confirmations, do grant and confirm the privileges thereof for us and our heirs, as far as in us lies, to God, the Blessed Mary, Saint John, and to the brethren of the said Hospital and their successors, as the said charter of confirmation reasonably testifies.

Witnesses: the venerable father [John],⁴ Bishop of Chichester, our chancellor, Thomas, Earl of Lancaster, John de Warrenne, Earl of Surrey, William de Leyburn, Robert Tony, William Nayvel, Henry of Appleby, and others. Dated by our hand, at Chertsey, on the 22nd day of September, in the second year of our reign. [A.D. 1308.]

We, however, having ratified the said concessions and confirmations, do grant and confirm the privileges thereof for us and our heirs, as far as in us lies, unto our Lord, the Blessed Mary, Saint John, and the brethren of the said Hospital and their successors, as the said charter of confirmation reasonably testifies.

Witnesses: the venerable fathers, William, Archbishop of York, primate of England, J[ohn], Bishop of Ely, our chancellor, H[enry], Bishop of Lincoln, our treasurer, Thomas, Earl of Norfolk and Marshal of England, our uncle,⁵ Phillip de Warrenne, Earl of Surrey, Roger de Mortuo Mari, John of Saint John, John de Roos,⁶ steward of our household, and others. Dated by our hand, at York, on the 30th day of June, in the first year of our reign. [A.D. 1327.]

⁴ John de Langton, consecrated Bishop of Chichester in 1305, chancellor from 1307-9, is undoubtedly meant here, although the scribe has erroneously written W. instead of J.

⁵ This was Thomas of Brotherton, second son of Edward I, Earl of Norfolk and Suffolk, created Marshal of England Feb. 10th, 1316 (cf. *Baronage of England*, Vol. II, p. 579).

⁶ Generally Ros, or Rosse. John de Ros was Bishop of Carlisle A.D. 1325-1332.

[Exemplification of
2 Edward III
A.D. 1328.]

Nos aute^m tenore^m carte p^{re}dicte, sub sigillo quo nunc
vtim^{ur}, ad requisicⁱo^{ne}m Prioris Hospital^{is} p^{re}dicti duxim^{us}
exemplificand^{um}. Hijs testib^{us} Ven^{er}abil^{ibus} p^{at}rib^{us}, W. Ebo^{racensi},
Ar^{chi}ep^{iscop}o, Angl^{ie} p^{ri}mate, J. Elien^{si} ep^{iscop}o, Cancellar^{io} n^{ost}ro,
H. Linc^{oln}iensi Ep^{iscop}o, Thes^{aurario} n^{ost}ro, J. Wynton^{iensi} et W.
Norwic^{ensi} Ep^{iscop}is, Henr^{ico}, Com^{ite} Lanc^{astrie}, Rog^{er}o de mortuo
mari, Thoma Wake, Joh^{anne} de Roos, sen^{escallo} hospitⁱⁱ n^{ost}ri, et
alijs. Dat^{um} p^{er} manu^m n^{ost}ram, ap^d Ebo^{racum}, deci^mo die
ffebr^{uarii}, a^{nno} r^{egni} n^{ost}ri s^{ec}un^{do}.

[N.B.—In the MS., the next page, folio 48a, is blank.]



We, however, at the request of the Prior of the said Hospital, have thought it fitting that the tenor of this charter should be exemplified under the seal which we now use.

Witnesses: the venerable fathers, W[illiam], Archbishop of York, primate of England, J[ohn], Bishop of Ely, our chancellor, H[enry], Bishop of Lincoln, our treasurer, J[ohn], Bishop of Winchester, and W[illiam], Bishop of Norwich, Henry, Earl of Lancaster, Roger de Mortuo Mari, Thomas Wake, John de Roos, steward of our household, and others. Dated by our hand, at York, on the 10th day of February, in the second year of our reign. [A.D. 1328.]



CHAPTER XI.

[LETTERS PATENT OF 29 EDWARD III (A.D. 1355), GRANTING
THE BURGESSES OF SOUTHAMPTON A SPECIAL TOLL TO
COMPLETE THE FORTIFICATIONS OF THEIR TOWN.]

F. 48b.

Edwardus dei gratia, etc., salutem. Supplicarunt nobis dilecti nobis Burgenses ville nostre Suthamptonie, ut, cum ipsi pro periculis ibidem multociens imminuentibus euitandis villam predictam, pro securiori custodia eiusdem et partium adiacentium, muro de petra et calce inceperint claudere et firmare, ipsique ad clausuram predictam perficiendam non sufficient, velimus concedere eisdem Burgensibus, ut ipsi de bonis et mercimoniis infra libertatem ville predictae adductis, seu extra eandem libertatem eductis, tam per terram quam per aquam, tam videlicet ipsorum Burgensium quam aliorum quocumque ad dictam villam et libertatem eiusdem confluentium, percipere et colligere possint vnum denarium de libra de omnibus bonis et mercimoniis superdictis, usque ad certum tempus per nos limitandum. Nos considerantes villam predictam et partes adiacentes per clausuram dictae ville, si perficiatur, contra dicta pericula imminencia posse multipliciter assecurari, ac volentes securitati ville predictae et partium adiacentium providere prout decet, concessimus eisdem Burgensibus in auxilium clausure ville predictae, quod, a die confectiois presentium vsque ad finem decem annorum proxime sequentium plenarie completo, capiant et colligant per manus illo quos ad hoc deputare et pro quibus responderi voluerint, de quibuscumque bonis et mercimoniis infra libertatem dictae ville adductis seu ab eadem eductis, tam per

[ABBREVIATIONS:—S. = Speed's version in his History, pp. 16, 17; G. = Gidden's version in *Charters*, Vol. I, pp. 22-25.]

1 S.: multoties.

3 S.: curandis; G.: quitandi.

5 S.: nuper.

7 S.: vel.

9 S.: "dictam" omitted.

11 G.: dictae villae.

13 S.: et.

2 S.: "imminuentibus" omitted.

4 G.: securiorum.

6 S.: "predictam" omitted.

8 S.: "eandem" omitted.

10 S.: "usque" omitted.

12 S.: velint.

[TRANSLATION.]

Edward,¹⁴ by the Grace of God, etc. . . . greeting. Our beloved burgesses of our town of Southampton have besought us that whereas they, for the avoidance of the dangers¹⁵ that so often threaten them there, and for the greater security of the town and of the adjacent parts, have commenced to enclose and strengthen the said town with a wall of stone and lime, but are unable to provide for the completion of the said enclosing, we should be willing to grant the said burgesses that they, for the goods and merchandise brought into the liberty of the said town or taken out of the same liberty, as well by land as by sea, both of the burgesses themselves and of any others whatsoever who come to the said town and the liberty of the same, may gather and collect one penny in the pound upon all the said goods and merchandise for a certain time to be by us limited. We, considering that the said town and parts adjacent, if the enclosing of the said town be completed,¹⁶ can in manifold ways be secured against the said imminent dangers, and wishing to provide for the security of the said town and the parts adjacent, as is fitting, have granted to the same burgesses, in aid of the enclosing of the said town, that from the day of the completion of these presents to the end of the ten years next ensuing fully complete, they may take and collect by the hands of those whom they may wish to depute for this purpose and for whom they are willing to answer, upon any goods and

¹⁴ The circumstances under which this letter was issued are related above (cf. Introduction, par. 33).

¹⁵ The word "evitandis" was misread both by Speed and by Gidden; the latter, by substituting "quiltandi," completely missed the meaning of the first part of the letter, and translated: "Our beloved burgesses of our town of Southampton have besought us that since they, on account of the dangers that so often threaten them there, are for quitting the said town, and they have commenced to enclose and strengthen it, with regard to the greater security of the same and of the adjacent parts, with a wall of stone and of chalk," etc. (cf. Gidden, *Charters*, Vol. I, pp. 22, 23).

¹⁶ Mr. Gidden translates: "We, considering the said town and parts adjacent, if by enclosing the said town it can be brought about that they can in manifold ways be secured against the said imminent dangers," etc.

t^{er}ram quam p^{er} aquam, tam¹ videl^{ice}t ip^{so}rum Burgensium q^{ua}m alio^{rum} quo^{rum}cumq^{ue}, vnu^m denariu^m de libra, et de decem solidis vnu^m obulu^m [= obolum], et de quinq^{ue} solidis vnu^m quadrante^m; Ita q^{uo}d denarij inde p^{ro}uenientes p^{er} ip^{so}s Burgenses seu deputatos suos circa clausuram ville p^{re}dⁱc^te² ponant^{ur}, p^{ro}ut melius viderint faciend^{um}. Et ideo vob^{is} mandam^{us}, q^{uo}d eisdem Burgensib^{us} et deputatis suis in p^{re}missis³ intendentes sitis et auxiliantes durante t^{er}mino sup^{ra}dⁱc^to.⁴ In cui^{us} rei testimoniu^m has l^{itte}ras n^{ost}ras⁵ fieri fecim^{us} patentes p^{er} p^{re}dⁱc^tos decem annos duratur^{as}. T^{este} me ip^{so}, apud Westm^{onasterium}, xxvij^o ⁶ die Junii, Anno r^{egni} n^{ostri} Angl^{ie} vicesimo nono, r^{egni} n^{ostri} franc^{ie} sextodecimo.

¹ G. : "tam" omitted (but the original document of 1365 has this word).

² S. : clausuram praedictam.

³ S. : "et deputatis suis in premissis" omitted.

⁴ S. : praedicto.

⁵ S. : has nostras chartas.

⁶ G. : vicesimo ettduo (?).



merchandise whatsoever brought within the liberty of the said town or taken from the same, as well by land as by sea, both of the burgesses themselves and of any others whatsoever, one penny in the pound, and one half-penny in ten shillings, and one farthing in five shillings; so that the pence thence forthcoming be applied by the burgesses themselves or their deputies to the enclosing of the said town, as they shall see it better to be done. And therefore we bid you that ye shall help and aid the same burgesses and their deputies in these premises during the term above mentioned. In testimony of which thing we have caused these our letters patent to be made to continue in force the ten years aforesaid. Witness, ourselves at Westminster, on the 28th day⁷ of June, in the twenty-ninth year of our reign in England, in the sixteenth of our reign in France. [A.D. 1355.]

⁷ Mr. Glidden dates this document 22nd June instead of 28th. The variation is due to the fact that he read "vicesimo octauo" as "vicesimo ettduo." Through inadvertence he also ascribed the document to the year 1356, instead of 1355.



CHAPTER XII.

[DISPUTE WITH THE JUSTICES OF THE COUNTY (31 HENRY VI,
A.D. 1452)].

F. 49a. Rex¹ dilectis et fidelib^{us} suis² Joh^{anni} de Wyncestr^e et sociis su[is, Iusticiariis, super excessus Operar]io^{rum} et s^euientu^m³ in Com^{itatu} Southampton^{ie}, [ad audiendum, determinandum, et ad querendum] talia in [commissione nostra] facta sive facie[nda] assig[natis, salutem]. Ex p^{ar}te Burge^{nsium} vill^e Suth^{amptonie} nobis est [conquestum nuper], quod h^{omi}n^{es} ip^se [= ipsi], p^{er} cartas p^{ro}genito^{rum} [nostrorum], quond^am Reg[um] Ang[lie, et confirmacionem]⁴ n^{ost}ram, teneant⁵ villam p^{re}dictam d[e no]bis et her^edib^{us} n^{ost}ris [in feodi firmam,⁶ nobis et heredibus] n^{ost}ris [annuatim] reddendo [CC. li. ; et quod iidem Burgenses et eorum] successores,⁷ [ejusdem ville Burgen]s^{es}, a [t^{em}pore] C[onfectionis] cartarum] illa^{rum} semper hactenus habuerunt, et habere consueuerunt, in auxilium firme⁸ p^{re}d^{ic}te, emendas assise panis et c^{er}uisie ibid^{em}⁹ fracte, ac¹⁰ fines et am^{er}ciamenta de Sutorib^{us}, Tanntorib^{us} [= Tanatoribus],¹¹ Tinctorib^{us}, et alijs artificib^{us} misteras suas¹² inf^{ra} lib^{er}tatem ville p^{re}d^{ic}te min^{us} debite exerce[ntibus], n^{on} de carnifi^{cl}b^{us}, piscenarijs, Tab^{er}narijs,¹³ reg^{ar}tarib^{us} (sic),¹⁴ et alijs victualia¹⁵ inf^{ra} eand^{em} lib^{er}tatem, ad dampnu^m p^op^uli n^{ost}ri p^{ar}tiu^m illa^{rum}, excessiue vel alias indebite

[ABBREVIATION :—S. = Speed's History of Southampton, pp. 165-169.]

¹ Folios 49a and 49b of the MS. have been much damaged by gall, fully one-third of folio 49a being illegible. A photograph by Mr. Max-Mills brought to light a few letters which the eye could not detect in the original. The long gaps which still remained have, to some extent, been supplied from a (very unreliable) version contained in Speed's History (pp. 165-169). My colleague, Mr. Crawford, has been of the greatest assistance to me in helping me to restore the text.

² S.: nostris.

³ S.: Tinctorum.

⁴ S.: Confyrmationem.

⁵ S.: tenent.

⁶ S.: Fyrmam.

⁷ The word "successores" has been struck out and "antecessores" written above it; S.: antecessores.

⁸ S.: Fyrmae.

⁹ S.: ibi.

¹⁰ S.: et.

¹¹ S.: Pannitoribus.

¹² S.: "suas" omitted.

¹³ S.: Sallnariis.

[TRANSLATION.]

The¹⁶ King [Henry VI] to his beloved and trusty John of Winchester and his colleagues, the justices, in matters concerning the offences of workmen and servants in the county of Southampton, appointed by our commission, granted or to be granted, to hear, determine, and enquire of things of that kind, greeting. A complaint has lately been made to us in behalf of the burgesses of the town of Southampton setting forth that they, by the charters¹⁷ of our progenitors, formerly kings of England, and by our confirmation [of the same], do hold the said town of us and our heirs in fee-farm, paying yearly to us and our heirs £200¹⁸; and that the said burgesses and their successors,⁷ burgesses of the said town, have hitherto, from the time of the making of those charters, always had and been accustomed to have, in aid of the said farm, the power of rectifying the assise of bread¹⁹ and beer there, when broken, and the fines and amercements of shoemakers, tanners,²⁰ dyers, and other artificers exercising their trades within the liberty of the said town unduly, and also of butchers, fishmongers, publicans,²¹ regrators, and others who within the said liberty sell victuals at an excessive price or in any other undue manner, to the

¹⁴ S. : Regratoribus.

¹⁵ S. : Victuaris.

¹⁶ This translation is largely based on that given by Speed (pp. 165-169).

¹⁷ The instruments here alluded to are a charter of 1 John, A.D. 1199, by which the burgesses of Southampton received their town to farm for an annual payment of £200 (a notice of this charter occurs in the Oak Book, Chap. III, Art. 1; the full text will be found in Gidden, *Charters*, Vol. I, p. 12), and a charter of 2 Henry IV, A.D. 1401, by which the town was freed from the interference of county justices, the mayor and bailiffs being empowered to take cognisance of all pleas "of such kind as pleas real, personal or mixed, or assizes or certifications, also concerning offences, debts, accounts, etc., arising within the town" (cf. Gidden, Vol. I, pp. 42, 43).

¹⁸ The fee-farm rent was originally fixed at £200, but in A.D. 1276 it was raised by 40 marks (cf. Introduction, par. 41). The increment was, however, not always included in the farm, which accounts for the apparent discrepancy between this passage, of A.D. 1452, in which the farm is said to amount to £200, and another passage in Chap. VIII (p. 48, n. 2), where it is estimated at 340 marks or £200 and 40 marks.

¹⁹ For an explanation of the assise of bread, see Introduction, pars. 54 and following.

²⁰ Speed reads "clothiers" instead of "tanners," here and again below.

²¹ Speed reads "Saltmerchants" instead of "publicans."

vendentib^{us}. Vos nichilo min^{us},¹ colore comissionis n^{ost}re p^{re}d^{ic}te, fines et am^{er}ciamenta p^{ro} emend^{is} assis^e panis et c^{er}uisie ibid^em fracte et excessib^{us} d^{ic}to^{rum} suto^{rum} et alio^{rum} artific^{um} et victualia in d^{ic}ta lib^{er}tate, ut p^{re}fatu^m,² [vendentium, unde omni tempore] maxima p^{ar}s firme³ p^{re}d^{ic}te colligi et leuari debeat,⁴ [et] te^mporib^{us} ret^{ro}actis colligi et leuari consuevit, int^{er} cetera, fines e[t] am^{er}ciamenta p^{ro} excessib^{us} [sutorum et] op^{er}ario^{rum} officia sua in v[illa] predicta] minus debite exercentiu^m facta, l[euari] fac^{ere} intenditis, in ip^so^{rum} Bur[gensium] dampnu^m ⁵ non modicu^m et depressionem,⁶ et solucⁱoⁿis firme n^{ost}re p^{re}d^{ic}te⁷ [in]com^{mod}itatem [?] manifestam⁸; sup^{er} quo supplicarunt, sibi q^{uo}d nos in hac [parte de reme]dio congruo p^{ro}uidere [velimus].⁹

S[cia]tis p^{ro} eo [?]¹⁰ q[uod] in Curia nostrorum Magnatum, scilicet [?]¹¹ nup^{er} in p^{ar}l(e)amento¹² n^{ost}ro apud Westm^{onasterium} [convocato, existentium recognitum] existit quod d^{ic}taru^m lib^{er}tatu^m de finib^{us} et Am^{er}c[iamentis]¹³ pro emendis Assise Panis] et c^{er}uisie fracte, aut alijs¹⁴ finib^{us} [amerciamenti]sque [?]¹⁵ [de Sutoribus, Tanatoribus, Tinctoribus?]¹⁶ et artific^{ibus} [in Parlamento nostro factis, infra libertatem predictam?] percip^{ere} [et] hab^{ere} [e Majori], Ballⁱis, [Communi]ta[ti] ville predictae et Burgensib^{us} [in auxilium firme sue ante¹⁷ hec tempora?] p^{er} [nos vel Predecess]ores n^{ost}ros concessa^{rum}, racionabil^{iter} p^{er}cip^{ere} [et habere proventus consueverunt, nec] p^{er}cip^{ere} p^{re}textu¹⁸ ordinacⁱoⁿis p^{re}d^{ic}te minus juste seu [indebite impediri debent. Propterea?] vobis¹⁹ mandam^{us} quod ip^sos Burgens^{es} emendas [Assise Panis et Cervisie in] villa p^{re}d^{ic}ta fracte, ac fines et am^{er}ciamenta suto^{rum} [Tanatorum,²⁰ Tinctorum], et alio^{rum}, misteras suas inf^{ra} lib^{er}tatem ville p^{re}d^{ic}te²¹ [minus] debite excercentiu^m, necnon carnificu^m, piscenario^{rum}, tab^{er}nario^{rum} [pistorum],²² et alio^{rum} victualia inf^{ra} eand^em lib^{er}tatem nimis²³

1 S.: nihlomenes.

2 S.: praefertur.

3 S.: Fyrmae.

4 S.: debet.

5 S.: "in injuriam et dampnum," instead of "ipsorum Burgensium."

6 S.: oppressionem.

7 S.: Fyrma nra predicta.

8 S.: incommodum manifestum.

9 "Velimus" not in the MS., but required by the context; S.: provideamus.

10 S.: "pro eo" omitted.

11 S.: Senatus.

12 S.: Parlamento.

prejudice of our people in those parts. Nevertheless ye do, under pretext of our said commission, intend to levy the fines and amercements that are incurred for rectifying the assise of bread and beer, there transgressed, and for the offences of the said shoemakers and other artificers, and those who sell victuals as above said, within the said liberty, from which [fines, etc.] the greatest part of our said farm ought at all times to be collected and levied, and in times past was used to be collected and levied, among others, the fines and amercements for the offences of shoemakers and other workmen who exercise their trades unduly in the said town, [which fines ye intend to levy] to the great loss and injury of the same burgesses, and to the manifest prejudice of the payment of our said farm. Whereon they have petitioned us to procure them suitable redress in this case.

Know ye, therefore, that in the [court of our magnates?], being lately assembled in parliament at Westminster, it is found, that of the liberties aforesaid concerning fines and amercements for rectifying the assise of bread and beer when transgressed, or other fines and amercements of [shoemakers, tanners, dyers?], and artificers, [made in our Parliament, granted before these times?] by us and our predecessors to the mayor, bailiffs, community [of the aforesaid town?], and to the burgesses to collect and have within the aforesaid liberty in aid of their farm, they have been accustomed reasonably to collect [and have the profits?], and ought not, under pretext of the aforesaid ordinance, to be unjustly and [unduly prevented?] from collecting the same. Wherefore we command you that you permit the same burgesses to levy, collect, and have in aid of their farm [the fines] for rectifying the assise of bread and beer transgressed in the said town, and the fines and amercements of shoemakers, tanners, dyers, and others who exercise their trades unduly within the liberty of the town aforesaid, and

13 S. : quod dictarum libertatum Burgenses Amerciamenta.

14 S. : et pro aliis.

15 S. : et Amerciamentis.

16 S. : quae de Operariis et Tinctoriis.

17 S. : Libertatem praedictam habere Majori Ballivis Communitati et Burgensibus ad Firmam ; Fines et Amerciamenta quae in auxilium Firmae suae quae ante.

18 S. : rationabiliter concessa consueverunt percipienda praetextu.

19 S. : minus se debere impediri et vobis.

20 S. : Pannariorum.

21 S. : eandem.

22 S. : pistariorum.

23 S. : "nimis" omitted.

excessive, vt p^{re}mittit^{ur}, vendentiu^m, que in auxiliu^m firme p^{re}dⁱcte vill^e, ante ordinacⁱo^{ne}m p^{re}dictam sic factam, p^{er} Balli^uos eiusd^em vill^e leuari et colligi consueuerint,¹ in auxiliu^m firme p^{re}dⁱcte leuar^e, p^{er}cip^{er}e, et h^{ab}ere p^{er}m[ittatis,² prout] ip^si et eo^{rum} antecessores, Burg^{enses} ville p^{re}dⁱcte, emendas, fines, et am^{er}ciamenta h^ui^{usmodi} ³ in auxiliu^m firme p^{re}dⁱcte ville,⁴ a te^mpore coⁿfectioⁿis carta^{rum} p^{re}dⁱcta^{rum} semp^{er} hacten^{us},⁵ r^{aci}onabilit^{er} leuar^e, p^{er}cip^{er}e, et h^{ab}ere [consu]eueruⁿt; de h^ui^{usmodi} ⁶ emendis assise panis et c^{er}uis^{ie} ibid^em fracte [et fin]ib^{us} ⁷ et am^{er}ciamentis⁸ suto^{rum} et alio^{rum} p^{re}dⁱcto^{rum} que in auxiliu^m [firme] p^{re}dⁱcte vill^e, vt p^{re}mittit^{ur}, leuari et colligi coⁿsueueruⁿt, leuari [facien]d^{is} ⁹ vos in aliq^{uo} ¹⁰ noⁿ int^{ro}mittentes. P^{ro}uiso quod fines et am^{er}cia[menta] p^{ro} excessib^{us} op^{er}ario^{rum} et s^{er}uientu^m ¹¹ in villa p^{re}dⁱcta coram¹² [nobis] facta et fa[cienda], ad opus n^{ost}r^{um} leuent^{ur}, iuxta forma^m [ordina]cⁱoⁿis sup^{ra}dicte. T^{este} Rege, apud W[est-monasterium], xij. die Octobr^{is}, anno xxxj^o.

[N.B.—The following pages of the MS. (folios 50a-53b) are blank, except for the words “amen dico vobis l.,” found at the top of folio 53b.]

¹ S.: consueuerunt.

² S.: permittantur.

⁴ S.: “ville” omitted.

⁶ S.: his.

³ S.: “hulusmodi” omitted.

⁵ S.: “habuerunt et,” instead of “hactenus.”

⁷ S.: Fines.



also of the butchers, fishmongers, publicans, bakers and all others who sell victuals within the said liberty at too high a price, as is aforesaid, which used to be levied and collected by the bailiffs of the said town in aid of the farm of the said town before the ordinance aforesaid was so made, in like manner as they and their predecessors, burgesses of the said town, have always hitherto, and with good reason, been used to levy, collect, and have the assise money, fines, and amercements of such kind in aid of the farm of the said town, from the time of the making of those charters. And that ye do not in any wise intrude yourselves by meddling with such assise of bread and beer there transgressed, or by ordering to be levied the fines and amercements of shoemakers and others aforesaid, which used to be levied and collected in aid of the fee-farm of the said town, as is before mentioned. Provided that all fines and amercements of workmen and servants, incurred or to be incurred before us, shall be levied to our use, according to the form of the ordinance aforesaid. Witness, the King at Westminster, on the 12th day of October, in the thirty-first year [of his reign]. [A.D. 1452.]

8 S. : Amerciamenta.

9 S. : faciendo.

10 S. : allqulbus.

11 S. : Tinctorum.

12 S. : eorum.



CHAPTER XIII.

[FRAGMENT OF ACCOUNTS.]

F. 54a.	it ^{em} 1 Seignur Phi ^l p poph ^a m doit	-	iiij.li. xiiij.s. iiij.d.
	it ^{em} St ^e ph ^{anus} Hayme	- -	- vj.li.
	it ^{em} Joh ^a n ^{nes} Basset -	- -	- vij.li. x.s.
	it ^{em} Wil ^e lm ^{us} Caton ^a -	- -	- xxxviij.s.
	it ^{em} Rob ^{ertus} Combe -	- -	- xlv.s.
	it ^{em} Ric ^{ardus} Beniche -	- -	- vj.s. viij.d.
	it ^{em} Joh ^a n ^{nes} Chanfolour ^e -	- -	- iiij.li. iiij.d. ²
	St ^e ph ^{anus} 3 Geyer ^e me doyt -	- -	- vj.d.

1 The writing appears to be of the end of the fourteenth century.

2 "iiij." (before "li") and "d." are struck out.

3 The last line is written with different ink, but is apparently by the same hand.



[TRANSLATION.]

Item, Sir Phillip Popham ⁴ owes	-	-	£4 13s. 4d.
Item, Stephen Hayme	-	-	£6
Item, John Basset	-	-	£7 10s.
Item, William Caton	-	-	£1 18s.
Item, Robert Combe	-	-	£2 5s.
Item, Richard Beniche	-	-	6s. 8d.
Item, John Chanfoloure	-	-	£3 os. 3d.
Stephen Geyere owes me	-	-	6d.

⁴ Henry Popham is mentioned in an acknowledgment of A.D. 1405 (original in the muniment room of the Audit House); John Popham was constable of the castle in A.D. 1415 (cf. Davies, p. 82); but I have found no mention of Sir Phillip, nor indeed of any others whose names occur in this list. See also Introduction, par. 35.



[TRANSLATION.]

Twenty-fourth year [of the reign of Edward III].

Names of the echevins ²	{	Nicholas Moundelard [<i>alias</i> Mondenard] ³
		also Henry Flemynge ⁴
		also Nicholas Sampson ⁵
		also John Fysmark ⁶

Thomas le Clerk was elected mayor and sworn.

John Hayne was elected bailiff and sworn.

Names of Jurats	{	also John Scryvayn
		also Walter Flemynge
		also Nicholas Wrangy
	
	
		also William Jay
		also Roger Godefray
		also John Goudfelagh
		also John Stacy ⁷
		also Henry Staunford ⁸
also Robert of Portsmouth		
also John le Hordere ⁹		
also John Jarydyn ¹⁰		
also Thomas Clyft		

⁶ John Fysmark was mayor of Southampton in A.D. 1345 (cf. Davies, p. 172).

⁷ A certain John Stacy was bailiff in A.D. 1318; perhaps it was the father (cf. Davies, p. 171).

⁸ Henry Staunford was bailiff in A.D. 1357 and again 1361-1363 (cf. Davies, p. 172).

⁹ The family of the Hordere (*alias* Horder, Hordyer) was well known at Southampton. In 1278 William le Horder rented a plot of land (Davies, p. 455); Adam le Horder was mayor in A.D. 1303 and Robert le Horder was bailiff at the same time (cf. Davies, p. 170).

¹⁰ John Jarydyn was bailiff in A.D. 1358, and represented the borough in Parliament in 1360 and 1361 (cf. Davies, pp. 172, 201).

CHAPTER XV.

[CONCORD BETWEEN SOUTHAMPTON AND PORTSMOUTH,
A.D. 1239.]

F. 55a.

*Concordia facta inter Hampton e Porthemvthe Anno
24 Henrici [III].*¹

Sciant Omnes ad quos presens scriptum² pervenit quod cum contencio esset in Curia Domini Regis, coram ipso Domino Rege, inter burgenses de Suthampton querentes et burgenses de Portismouth³ inpedientes [sic],⁴ de consuetudinibus, attachiamētis, et placitis,⁵ et attachiamētis [= amerciamentis?]⁶ ad placita illa pertinentibus in portu de Portesmouth, qui [= que] quidem Burgenses ipsi⁷ de Suthampton dicebant de se⁸ pertinere, Et inde questus fuerit quod predicti⁹ Burgenses de Portesmouth iniuste eos disseisiverunt de predictis consuetudinibus, attachiamētis, et placitis. Tandem venerunt ipsi Burgenses de Portesmouth coram Domino Rege et recognoverunt quod nichil clamant in consuetudinibus aliquibus, attachiamētis, vel placitis, vel attachiamētis [= amerciamentis?]¹⁰ ad placita illa pertinentibus in predicto portu de Portismouth, Set¹¹ omnia ista remiserunt, pro se et heredibus suis,¹² ipsi¹³ Burgensibus de Suthampton et¹⁴ heredibus eorum¹⁵ quicquam clamaverunt¹⁶ impertinenter.

Et eodem modo venerunt predicti¹⁷ Burgenses de Suthampton coram ipso¹⁸ Domino Rege et recognoverunt quod nichil clamant in terra suapredicta¹⁹ extra portum de Portismouth, Set²⁰ totum jus suum quod aliquando dicebant se habere extra portum remiserunt et quietum clamaverunt, pro se et heredibus suis, ipsi²¹ burgensibus de portesmouth et heredibus eorum²² impertinenter.

[ABBREVIATION :—S. = Speed's transcript in his History of Southampton, pp. 152-156.]

¹ This title was added later by an Elizabethan hand.

² S. : scriptu.

³ S. : Portesmouth.

⁴ S. : respondentes.

⁵ S. : Inverts the order of "attachiamētis" and "placitis."

⁶ S. : Amerciamētis.

⁷ S. : has "ipsi" after "Suthampton."

⁸ S. : ad se.

⁹ S. : ipsi.

[TRANSLATION.]

*Concord made between Southampton and Portsmouth in the
twenty-fourth year of Henry III.*

Know all men to whom the present writing shall come, that whereas a dispute arose in the court of our Lord the King, before our Lord the King, between the burgesses of Southampton, plaintiffs, and the burgesses of Portsmouth, defendants, about certain customs, attachments, and pleas, and amercements [?] belonging to those pleas in the port of Portsmouth, which the burgesses of Southampton said belonged to them,²¹ and thereupon complained that the said burgesses of Portsmouth have unjustly disseized them of the said customs, attachments, and pleas. Then came the burgesses of Portsmouth before our Lord the King [*i.e.*, into court] and confessed that they do not claim any manner of customs, attachments, pleas, or amercements belonging to those pleas, in the port of Portsmouth aforesaid, but that they have for themselves and their heirs remitted and released all these to the said burgesses of Southampton and their heirs for ever.

And in like manner came the aforesaid burgesses of Southampton before our Lord the King [*i.e.*, into court] and confessed that they claim nothing in the said land without the limits of the port of Portsmouth, but have for themselves and their heirs remitted and released all the right which they heretofore set forth that they had without the limits of the port, to the burgesses of Portsmouth and to their heirs for ever.

¹⁰ S. : amerciamentis.

¹² S. : "suis" omitted.

¹⁴ S. : ac.

¹⁶ S. : clamant.

¹⁸ S. : "ipso" omitted.

²⁰ S. : sed.

²¹ See Introduction, par. 37.

¹¹ S. : et.

¹³ S. : ipsorum.

¹⁵ S. : "et" added before "quinta."

¹⁷ S. : ipsi.

¹⁹ S. : "in terra supradicta" omitted.

Set ad omⁿes contencioⁿes inter^{er} estallendas [sic]¹ que orri^ri possint² aliq^{uo} temp^{ore}, de licencia d^{omi}ni Regis conce[ssum] est hinc inde q^{uo}d omⁿⁱa am^{er}ciamenta et omⁿes p^{ro}uentus tam in aq^{ua} portus q^{ua}m in villa de Portesmuth, que ex^{tra}neos³ tangunt, vt si burgenses de portesmuth⁴ ext^{ra}neis⁵ forisfec^{er}int vel ext^{ra}ne^o,⁶ equalit^{er} inter^{er} eosd^em Burgens^{es} de Portesm^{outh} et de⁷ Suth^{amp^ton} dimidiet^{ur}⁸ et p^{ar}ticipent^{ur}. Ita q^{uo}d vt^{ra}q^{ue} p^{ar}tiu^m p^{re}dic^{to}rum⁹ burgensiu^m de Suth^{amp^ton} et Portesmuth¹⁰ hab^{ea}nt Balliu^m suu^m de hoc spe^{cia}lit^{er}¹¹ deputatu^m, qui audiat et teneat pl^{ac}ita in villa de Portesmuth p^{er} visum xij^m p^{ro}bo^{rum} et legaliu^m hominu^m de villa de Portesmuth qui iud^{ic}iu^m in cur^{ia}¹² factu^m warantizar^e¹³ possint et velint. Et Balli^{uus}, Burgensis¹⁴ de Portesmuth, sacr^{ament}u^m faciet Balli^{uo}, Burgensi¹⁴ de Suth^{amp^ton}, et eod^em modo Balliu^{us}, burgens^{is}¹⁴ de Suth^{amp^ton}, sacr^{ament}u^m faciet Balli^{uo}, burgensi¹⁴ de Portesmuth,¹⁵ q^{uo}d omⁿes p^{ro}uent^{us} et omⁿⁱa am^{er}ciamenta fidelit^{er} colligent, et collecta eq^{ua}lit^{er} inter^{er} eos ad opus p^{re}dic^{to}rum Bur^{gensiu}^m de Suth^{amp^ton} et¹⁶ Portesmuth dimidiabuⁿt. Saluis d^{omi}no Regi regularib^{us} institutis suis, vt¹⁷ de magnis pissib^{us} (sic) marinis, et de omnib^{us} alijs p^{er} mare euenientib^{us} et ad d^{omi}nu^m Regem spectantib^{us}. Saluis ecia^m eid^em¹⁸ d^{omi}no Regi pl^{ac}itis corone sue infra portu^m de Portesmuth em^{er}gentib^{us}, que omⁿⁱa sicut d^{omi}no Regi debent^{ur} p^{er} Coronatores et Balliu^m de Suth^{amp^ton} d^{omi}no Regi et iusticiariis suis p^{re}senta^{bun}t^{ur}. Et eod^em modo omⁿⁱa pl^{ac}ita Corone et alia¹⁹ que acciderint in villa de Portesm^{uth} et que ad d^{omi}nu^m Regem p^{er}tineat²⁰ p^{er} Burgenses de Portesm^{uth} et Balliu^m suu^m d^{omi}no Regi et iusticiariis suis itin^{er}antib^{us} p^{re}senta^{bun}t^{ur}. Cu^m vero ip^si²¹ Burgenses de Suth^{amp^ton} habuer^{int}²² vnam kartam²³ cu^m Manib^{us} suis p^{ro}prijs²⁴ ip^si burgenses de Portesm^{uth}²⁵ hab^{ea}nt aliam²⁶ cu^m Manib^{us} suis p^{ro}prijs, siue sit de ho^{mi}nib^{us} qui

1 S. : se tollendas.

2 S. : quæ possint oriri.

3 S. : extrinsecos.

4 The words "burgenses de portesmuth" are written on an erasure.

5 S. : extrinsecis.

6 S. : extrinseco.

7 S. : "de" omitted.

8 S. : dividantur.

9 S. : predictarum burgenses.

10 S. : inverts the order of "Suthampton" and "Portesmuth."

11 S. : æqualiter.

12 The word is not quite distinct in the MS. ; S. : euis.

13 S. : warantisare.

14 S. : Burgensium.

But in order to prevent²⁷ all disputes that may happen between them in time to come, it is with the King's leave granted [on both sides], that from henceforward all the amercements and all the profits, as well in the water of the port as in the town of Portsmouth, which concern strangers—as if the burgesses of Portsmouth take any forfeiture of a stranger or strangers—shall be equally divided and shared between the burgesses of Portsmouth and those of Southampton. So that each party, the said burgesses of Southampton and those of Portsmouth, shall have a bailiff specially²⁸ appointed to hear and hold pleas in the town of Portsmouth by the view of twelve good and lawful men of the town of Portsmouth, who are able and willing to warrant the judgment that shall be given. And the bailiff, burgess of Portsmouth, shall make oath to the bailiff, burgess of Southampton, and in like manner the bailiff, burgess of Southampton, shall make oath to the bailiff, burgess of Portsmouth, that they will faithfully collect all the profits and amercements, and when collected, will divide them equally between themselves for the use of the said burgesses of Southampton and Portsmouth. Saving to our Lord the King his just rights as to large sea fish, and all other things accruing from the sea and belonging to our Lord the King. Saving also to our Lord the King all pleas of his crown arising within the port of Portsmouth, which, as they all belong to our Lord the King, must be presented to our Lord the King and his justices by the coroners and bailiff of Southampton. And in like manner all the pleas of the crown and others, which happen in the town of Portsmouth and which belong to our Lord the King, shall be presented to our Lord the King and his justices in eyre, by the burgesses of Portsmouth and their bailiff. And whereas the burgesses of Southampton and those of Portsmouth have each

15 The words "sacramentum faciet Balliuo burgensi de Portes" are written on an erasure.

16 S. : "de" added after "et."

17 S. : et.

18 S. : "eidem" omitted.

19 S. : "et alia" omitted.

20 S. : pertinent.

21 S. : "ipsi" omitted.

22 S. : Portesmuth habeant.

23 S. : Cartam.

24 S. : "et" added after "proprilis."

25 S. : Suthampton.

26 S. : "Cartam" added after "allam."

27 "Estallare" might be a Latinised form of O.F. "estaler," which often meant "stop," "resist," "check" (cf. Du Cange), but it is more likely that the text of our MS. is corrupt and "eos tollendas" ought to be read.

28 Speed read "æqualiter" instead of "specialiter," and translated : "a Bailiff mutually (!) appointed" (cf. Speed, p. 153).

F. 56a.

t^{ra}nsfretare volu^{er}int,¹ siue de alijs reb^{us} que t^{ra}nsuehi debea^{nt} p^{er} mare, Et si aliq^{ua} carka [= carta]² p^{er} com^mune consiliu^m p^{re}dic^{to}rum Balli^uorum³ ex^{tra}neis Manib^{us} concedat^{ur}, p^{ro}uent^{us} qui inde p^{ro}udunt [= procedunt?]⁴ eq^{ua}lit^{er} in eosd^{em} Burgenses de Suth^{amp}ton et portesmuth dimidiabu^{nt}ur, s^cund^{um} q^{uo}d p^{re}dic^{tu}m⁵ est de alijs p^{ro}uentub^{us}.⁶ Et omⁿia p^{re}cepta p^{er} br^{eu}e d^{omi}ni Regis Balli^{us} de Suth^{amp}ton et port^{us}7 de Portesmuth directa p^{er} vtrosq^{ue} Balli^{os} p^{re}dic^{to}s de portesmuth et⁸ Suth^{amp}ton exequ^{en}t^{ur},⁹ sicut de attachiam^{entis} faciend^{is} in portu de Portesm^{uth}, et alijs que ad portu^m illu^m p^{er}tinent. Et p^{ro} hac recognic^{io}n^e, remiss^{io}ne, et concessione p^{re}dic^{ti} Burgens^{es} de Portesm^{outh} dederunt p^{re}dic^{ti}s burgensib^{us} de Suth^{amp}ton quinq^{ue} marcas argenti, Et ip^{si} burgens^{es} de Suth^{amp}ton remiseru^{nt} p^{re}dic^{ti}s Burgens^{ibus} de Portesm^{outh} omⁿia dampna que dicebant se habuisse occa^{sio}ne p^{re}dic^{te}¹⁰ contenc^{io}nis inter eos h^{omi}ne^s vsq^{ue} in diem quo concordia ista facta fuit. Q^{uo}d ne alicui v^{er}tat^{ur}¹¹ in dubiu^m t^{em}p^{or}e p^{ro}cedente,¹² f^{ac}tu^m est inter eos¹³ hoc scriptu^m Cyrogriph^{um},¹⁴ Ita q^{uo}d q^{ue}libet p^{ar}s ip^{so}rum alt^{er}ius Scripto Com^mune Sigillu^m burgi sui alt^{er}natim apponi fecit. Hijs testib^{us}¹⁵ D^{omi}no S. de Seg^{ra}ne[?], D^{omi}no J. filio Galfr^{edi}, D^{omi}no Almarico de Amando, D^{omi}no Bert^{ra}mo de Curiell', D^{omi}no Herb^{erto} Mathei, D^{omi}no Em^{er}iso de Sascy, D^{omi}no Henrico de Britton, Thom^a de Lek, et alijs. Dat^{um} apud Walth^{am}, vndecimo Kal^{endas}¹⁶ Decemb^{res},¹⁷ anno regni Regis Henrici, filij Joh^{annis} Regis, vicesimo q^{ua}rto.

1 S. : volunt.

2 S. : Carta.

3 S. : "Balliuorum" omitted.

4 The word is not clear in the MS. ; S. : procedunt.

5 S. : dictum.

6 S. : Proventibus.

7 S. : portu.

8 S. : "de" added after "et."

9 S. : executi sint.

10 S. : presentis (erroneously printed "presentes").

11 S. : veniat.

12 S. : proveniente.

13 S. : "inter eos" omitted.

14 S. : Cyrographum.

15 S. : omits the names of the witnesses.

16 S. : Calendar.

of them a separate grant of power to give licences of transfretation to such persons as desire it, or for the exportation of such goods as are to be carried beyond the sea, and if any licence be given to any strangers,¹⁸ with the joint consent of their bailiffs, the profits arising from it shall be equally divided between the burgesses of Southampton and those of Portsmouth, even as has been said of other profits. And all precepts by the King's writ directed to the bailiffs of Southampton and of the port of Portsmouth shall be executed by the two bailiffs aforesaid of Portsmouth and Southampton, just as concerning attachments in the port of Portsmouth, and other things which relate to that port. And for this recognition, remission, and concession the said burgesses of Portsmouth gave the said burgesses of Southampton five marks of silver, and the burgesses of Southampton remitted to the aforesaid burgesses of Portsmouth all the damages which they declared they had sustained on account of the aforesaid dispute between these men, to the day of the making of this agreement. And that no man may doubt of this in time to come, this indenture¹⁹ was made in writing, in such manner that the parties reciprocally caused the common seals of their respective towns to be put to each other's part of it. Witnesses, Sir S. de Segrane [?], Sir J. Fitz Geoffrey, Sir Almaric de Amando, Sir Bertram de Curiell, Sir Herbert Mathew, Sir Emeris de Sascy, Sir Henry Britton, Thomas de Lek, and others. Given at Waltham, the eleventh of the Calends of December, in the twenty-fourth year of the reign of King Henry, the son of King John. [A.D. 1239.]

¹⁷ S. : Decembris.

¹⁸ Speed translates: "and if any such Licence be given by any other hands with their joint consent, the Profits," etc. (cf. Speed, p. 155).

¹⁹ "Chirographum" originally denoted "any publick instrument of gift or conveyance, attested by the subscription and crosses of the present witnesses. . . . In following times, to prevent frauds and concealments, they made their deeds of mutual covenant in a script and re-script, or in part and counter-part upon the same sheet, or skin of paper or parchment, and in the middle, between the two copies, they drew the capital letters of the alphabet, or sometimes the word 'syngraphus' in the like great letters, and then talliated or cut asunder in indented manner the said sheet or skin; which being delivered to the two parties concern'd, were prov'd authentick by matching with and answering to one another" (Cowell's *Interpreter*).

CHAPTER XVI.

*The Inquisicⁱon of the mett^{es} and boundes for the towne of
Suthampton taken in the xxxviij yere of H[enry],
sone off King John.¹ [A.D. 1253.]*

Hec est inquis^{icio} capta² p^{er} viginti quatuor³ viros legales,
vⁱz,⁴ p^{er} Domin^um Joh^{ann}em de Botteley, Militem, Rog^{er}um de
Sherley, Thomam Peu^{er}el, Thoma^m Bonehayt, Joh^{ann}em de
Wyk, Walt^{er}um de Mora, Thoma^m Burchird, Henr^{ic}um Britton,
Ric^{ard}um de la More, Joh^{ann}em de Langele, Rob^{er}tu^m de la
Burche, Joh^{ann}em Farnu^m, Henr^{ic}um de Aqu^u, Ric^{ard}um Cole,
Ric^{ard}um de Hull, Herbertu^m de la Hangr^e, Joh^{ann}em de Welles
Juene^m, Andrea^m de Hafton, Joh^{ann}em Wallens^{em},⁵ Rog^{er}u^m
Leksard, Nich^{ola}u^m de la Wode, Will^{elm}u^m de Compton, Joh^{ann}em
de Welle[s] senior^{em}, Joh^{ann}em de Bere, Joh^{ann}em de Sombo^{ur}ne
et Henr^{ic}um de Molendina Juratos, Die ap^{osto}lo^{rum} Simonis et Jude,
anno r^{egni} r^{egis}⁶ Henrici, filij Regis Joh^{ann}is, tricesimo octauo,
apud Shyrlegh, coram Dom^{ino} Ernaldo de Bosco, tuⁿc justic^{iar}io
Domⁱⁿⁱ Regis de fforesta, Qui dicuⁿt super sac^{ramentu}m suu^m, quod
hec est meta et diuisa int^{er} foresta^m de la Bere et villa^m domⁱⁿⁱ
Regis Suth^{amp}ton, scil^{icet}, de ponte de Acardy⁷ sicut v[ia]⁸ extendit
se⁹ p^{er} cruces versus Aquilone^m vsq^{ue} Cuthorn,¹⁰ [et de⁸ C]utte-

[ABBREVIATION :—S. = Speed's transcript, pp. 11, 12 of his History.]

¹ This heading is by a later (Elizabethan) hand than the rest of the chapter.

² S. : facta.

³ S. : quatuor.

⁴ S. : the names of the Jurors are omitted.

⁵ The second letter of the word is not clear ; it might be taken also as i, e or o.

⁶ S. : "regni regis" omitted.

⁷ S. : Acardo.

⁸ There is a rent in the MS.

⁹ S. : se extendit super.

¹⁰ S. : Cutthorn.

¹¹ Both Speed (pp. 11, 12) and Davies (p. 41) have given a translation of part of this inquest, omitting, however, the names of the jurors.

[TRANSLATION.]

This¹¹ is the inquest taken by twenty-four¹² lawful men, viz., by Sir John of Botley, Knt., Roger of Shirley, Thomas Peverel, Thomas Bonehayt, John de Wyk, Walter de Mora, Thomas Burchird, Henry Britton, Richard de la More, John de Langele, Robert de la Burche, John Farnum, Henry de Aqua, Richard Cole, Richard of Hull, Herbert de la Hangre, John of Wells, jun., Andrew de Hafton, John Welsh, Roger Leksard, Nicholas de la Wode, William de Compton, John of Wells, sen., John de Bere, John de Sombourne, and Henry de Molendina [*i.e.*, of the Mill], sworn, on the day of the apostles Simon and Jude, in the thirty-eighth year of the reign of King Henry, son of King John [*i.e.*, 28th October, 1253], at Shirley, before Sir Ernald de Bosco, at that time justice of the forest¹³ to the King's majesty, who say upon their oath that this is the bound and limit between the forest of Bere and the King's majesty's town of Southampton, viz., from Achard Bridge¹⁴ as the way lies northward by the crosses¹⁵ to Cutthorn,¹⁶ and from Cutthorn to Burlestone,¹⁷

¹² Note that 26 names of jurors are given in the list.

¹³ Speed and Davies render "Justice in eyre."

¹⁴ Achard, Acard, or Acorn Bridge, called Four-post Bridge at the time of Dr. Speed, was situated on the site now occupied by Southampton West Station.

¹⁵ Probably Hode, Hede, or Head Cross (not Padwell Cross, as Mr. Gidden surmises in *Charters*, Vol. I, p. 14, footnote), which was situated about 100 paces to the north of the enclosed common. This portion of the common extending between Hode Cross, Cutthorn, and the gate at the top of Hill Lane does not appear to have been satisfactorily enclosed, and encroachments were made upon it at an early date (cf. Davies, pp. 45, 46; also Speed, p. 13, n. 2).

¹⁶ "The ancient Custom was to hold a Court Lest at the cutted Thorn, where a place was enclosed for that purpose" (cf. Speed, p. 14; see also Introduction to Vol. I, par. 12).

¹⁷ "In the oldest extant map of Southampton, which dates from *c.* 1560, Burle (or Burrell, or Borell)-stone is marked in Burgess Street, about one-third of the distance from Cutthorn to the junction of Burgess Street with Portswood Road" (cf. Miss Aubrey's note to Speed, p. 12).

thorn¹ vsq^{uo} ad² Burleston, Et de Burleston vsq^{ue} ad² [Aque³
d]uctu^m de ffursewelle⁴ sicut descendit ———⁵ in Ychene.⁶
Infra⁷ quas metas et diuisas⁸ lib^{er}tatis⁹ ville d^{omi}ni Regis
Suth^{amp}t^{onie} Canonici s[ancti Dio]nis[ii]¹⁰ habent] et tenent quem-
dam boscu^m qui vocat^{ur} Porteswode¹¹ ex coⁿcessione Ric^{ard}i,
quondam Reg^{is} Anglie, in lib^{er}am et pura^m¹² et p^{er}petua^m elim-
osina^m,¹³ Et est ex^{tra} regardu^m et vastu^m; p^{ro} quo bosco et t^{er}ra
que vocat^{ur} Kyngeslond¹⁴ D^{omi}nus Rex p^{re}dⁱc^tus remisit de firma
sua ville Suth^{amp}t^{onie} imp^{er}p^{etuu}m centu^m solidos.

[N.B.—Folios 56b to 59a are blank in the MS.]

1 S.: a Cutthorn.

3 There is a rent in the MS.

5 A word has been erased.

7 S.: Intra.

9 S.: libertatum.

11 S.: Porteswoode.

13 S.: Elemosynam.

2 S.: "ad" omitted.

4 S.: Furze-wells.

6 S.: Ytchens.

8 S.: "et diuisas"-omitted.

10 MS. damaged; S.: Dionysil.

12 S.: plenariam.

14 S.: Kyngesland.



and from Burlestone to the water course of Furzewell¹⁵ as it goes down to the river Itchen. Within which bounds and limits of the liberties of the King's majesty's town of Southampton the canons of St. Denys¹⁶ have and hold a certain wood called Portswood by a grant from Richard, formerly King of England, in free and full and perpetual alms. And this wood is without the regard and [exempt from impeachment of] waste.¹⁷ For which wood and the land called Kingsland, the aforesaid king remitted one hundred shillings of his farm¹⁸ of the town of Southampton.

¹⁵ "It seems probable that the ancient boundary line passed from Langherne Gate (in Burgess Street) through South Stoneham farm, having struck and followed a little watercourse, which would thus be the 'water of Furzewell,' a name now unknown in the district" (cf. Davies, p. 47).

¹⁶ Mr. Jeaffreson, in the *Report of the Historical MSS. Commission* (11th Report, 1887, Appendix III, p. 7), read "Julian!" instead of "Dionisil," the MS. being damaged; but we know that in A.D. 1189 Richard I granted Kingsland and Portswood to the canons of St. Denys, a house of Black Canons of St. Augustine, founded by Henry I about the year A.D. 1124 (cf. Davies, pp. 433, 434).

¹⁷ For "regard and waste," see above, p. 41, n. 21.

¹⁸ For the question of the fee-farm rent, Introduction, par. 41, should be consulted.



CHAPTER XVII.

[VARIOUS SCRIBBLES.]¹

F. 59b. 1. Edwardus Sextus dei gra^{tia} anglie.

* * *

2. Aⁿⁿo D^{omi}ni 1596, Re^{gi}ne Elizabeth, xxxviii^o.
Johannes Friar,² Cler^{icus}.

* * *

F. 60a. 3. Ac Ric^{ardo}3 Ep^{iscop}o Nou^e Sa^{rum} q^{uo}d sint q^{ui}et¹.⁴

* * *

4. To my trusty and welbelouid Frynd John Davy s^{er}iaunte.⁵

¹ There are several erasures at the beginning of the page.

² John Friar was, according to Davies (p. 187), notary public and clerk of the records, town-clerk (43 Eliz., 1601), and still holding office in December, 1608.

This inscription in the Oak Book, made in his own beautiful Italian handwriting, and accompanied by the very elaborate signature of John Friar, makes it certain that the latter was holding office already in 1596.



[TRANSLATION.]

1. Edward, by the Grace of God, [King] of England.

* * *

2. In the year A.D. 1596, the thirty-eighth of Queen Elizabeth, John Friar, clerk.

* * *

3. And to Richard, Bishop of Salisbury, that they are free

* * *

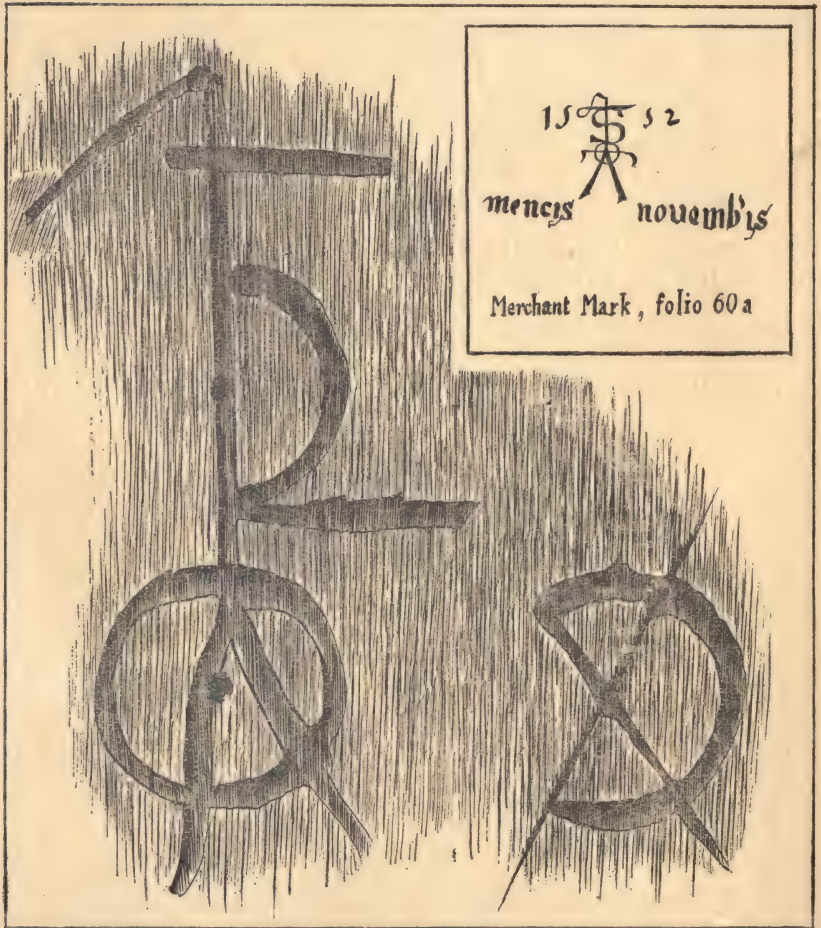
³ Probably an allusion to a dispute with Salisbury (cf. Introduction, pars. 42, 43). Unfortunately, it is not possible to say which Bishop Richard is here meant. The reference might be to Richard the Poor (A.D. 1217-1228), or more likely to Richard Mitford (A.D. 1396-1407) or Richard Beauchamp (A.D. 1450-1482).

⁴ Immediately after comes the merchant mark reproduced on page 144.

⁵ Further down the page the words "Buny" and "Conor rad" have been written.



MERCHANT MARKS.



MERCHANT MARKS CARVED IN THE LARGER OAK COVER
OF THE OAK BOOK (SIZE $\frac{3}{4}$ OF ORIGINAL).

A Supplement to the Oak Book of Southampton will appear very shortly, and will contain some Notes on the Anglo-French Dialect spoken at Southampton in the thirteenth and fourteenth centuries, together with a Glossary and full Index of the subject matter, proper names, etc.

END OF VOLUME II.



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